



BID # GF 2024-15  
SPECIFICATIONS  
CNP Supplemental Grocery Bid

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 supplemental groceries 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 products for a one-year contract with year 1 beginning November 21, 2024-July 31, 2025 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.

Action Item:

Due Date:

Action Item:	Due Date:
Request for Proposals Issued by Public Notification	October 21, 2024
Vendor Questions Due to District	October 25, 2024
Response to Questions	November 4, 2024
Proposal Due	November 8, 2024 @ 12 noon est
Bid Opening	November 12, 2024 @ 9:00 am est
Recommendation to the Board	November 19, 2024
Notice to Proceed	November 21, 2024 (Pending Board Approval)

- B. Vendors with questions regarding bid specifications must submit their questions in writing

- to Michelle Lian at [mlian@pcboe.net](mailto:mlian@pcboe.net) no later than 12:00 p.m. (EST) on November 12, 2024.
- C. Any changes, additions, or modifications to the bid request and any questions 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.
  - D. Sealed bids must be submitted in two (2) printed copies and must arrive by November 8, 2024 at noon (EST). Bid opening is scheduled for November 12, 2024 at 9:00 am (EST), at the Phenix City Success Academy, Attn: Michelle Lian, Director of Child Nutrition Program 1700 17th Ave, Phenix City, AL 36867. The envelope/container must be marked “**Bid No. GF 2024-15, Supplemental Grocery Bid**” 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.**
  - E. Failure to provide the information requested in this RFP in the requested format is reason for disqualification, without consideration.
  - F. Bidders should bid on service to all schools in the Phenix City School System that are listed within the bid proposal.
  - G. 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.
  - H. Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, supplier’s 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 the standards have been met.
  - I. 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.
  - J. 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.
  - K. Phenix City School District will review all proposals for service utilizing guidelines outlined by the Alabama State Bid Law.
  - L. The Phenix City School District reserves the right to reject any and all bid proposals, waive any technicalities, and award all or part of the contract in a manner that is in the District’s best interest.
  - M. It is the bidder’s responsibility to comply with all local, state, and federal laws applicable

- within the context of this bid.
- N. 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 low responsible bidder.
  - O. Vendors shall bid on all items within the specified group/category. It is the intent of Phenix City Schools 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.
  - P. 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.
  - Q. 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.
  - R. Contracts over \$10,000 require compliance with Equal Employment Opportunity Regulations, The Clean Air Act, The Clean Water Act and Environmental Protection Agency Regulations.
  - S. The Phenix City School District is an equal educational opportunity agency and prohibits discrimination in any of its educational programs, including employment, on the basis of 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.
  - T. 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.
  - U. 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 clearly visible.
  - V. 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.
  - W. 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 services, and failure to maintain status as an authorized representative of services.
  - X. 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.
- Y. 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 or items not delivered should be provided at the time of delivery. This bid and any resulting contract does not restrict Phenix City Schools from using other beverage services and products from other vendors.
  - Z. All orders shall be done electronically by website or email. Supplies will be ordered on a weekly basis 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.
  - AA. 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
  - BB. All requirements specified in this RFP and the vendor's bid response become part of any awarded contract.

### **GENERAL SPECIFICATIONS & TERMS**

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.

This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 12466, entitled "Equal Employment Opportunity", as amended by Labor regulation (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 regulation 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. Contractors are required to be in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.

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, equipment, and is in all respects fair and without collusion or fraud.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school systems shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

**DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, to seek clarification in writing, and to check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the invitation closes should it give rise to any contract claim.

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. A company check is **NOT** acceptable. All checks will be returned at the time the bid is awarded and a contract is signed.

**REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS**

Updated May 30, 2018

Title 2: Grants and Agreements PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F-Audit Requirements Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Title 7: Agriculture PART 210-NATIONAL SCHOOL LUNCH PROGRAM**

Subpart C-Requirements for School Food Authority Participation §210.16 Food service management companies

- (d) The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.
- (e) 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.
- (f) The contract may be terminated by the County with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.
- (g) See Board Policy for Code of Conduct.

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

(d) Buy American-

- (1) Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means-

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

- (2) Requirement.

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

(f) Cost reimbursable contracts-

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

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

- (iv) 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;
  - (v) 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;
  - (vi) 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
  - (vii) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- (2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- (g) Geographic preference.
- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
  - (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.



### USDA Nondiscrimination Statement

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

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, 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:

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

\*This language was added pursuant to the May 5, 2022, USDA memorandum. However, the inclusion and applicability of this language is currently under challenge in the matter of The State of Tennessee, et al. v. USDA, et al., Case No. 3:22- cv-00257, and may be subject to change.

**REJECTION OR DISQUALIFICATION OF BIDS**

1. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, including alterations or erasures which are not initialed, may be rejected as non-conforming.
2. The Board of Education reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
3. Issuance of this Invitation to Bid in no way constitutes a commitment by the Phenix City Board of Education to award a contract. The Board reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board of Education.
4. Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board may be considered a non-responsible Bidder and their bid may be rejected. The Board of Education reserves the right to exercise this option as is deemed proper and/or necessary.
5. The Board of Education reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board of Education.

**AWARD DETERMINATION**

Bid will be awarded to the lowest responsive and responsible bidder(s) meeting terms and conditions outlined in this invitation. It is not the policy of Phenix City Board of Education to award on the basis of low price alone. 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. Phenix City Board of Education reserves the right to award this bid on a bottom line or all-to-one vendor basis or on a per line-item basis.

It shall be the responsibility of the vendor to replace all damaged goods and to file all freight claims. All equipment offered by the bidder must be new: shall not be used, rebuilt, and/or refurbished; shall not have been used as demonstration equipment and shall not have been placed anywhere for evaluation purposes.

Contract for services related to this Invitation to Bid will be put into effect by issuance of purchase order after tabulations are compiled, evaluated and approved by the Board of Education.

**BID PRICING & METHOD OF PAYMENT**

The successful Bidder warrants that the bid price(s) bid shall be firm through the bid process and until the time the award is made, at which time prices shall remain firm and fixed for the entire contract period. All bid prices must include all charges for packing, transporting, and setting up all items to the individual schools listed at the addresses on the attached sheet. Phenix City Schools are exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, and section 4 (15) Code of Alabama 1975. Sales tax shall not be included in prices.

The Board of Education will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the equipment by the Board of Education. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above. Advance billings are not allowed. Invoices, at minimum, shall consist of the following information:

1. School of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all equipment purchased

**REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

Phenix City Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

In the event that either the vendor or the Board of Education defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

**RECORD RETENTION AND ACCESS CLAUSE**

The successful bidder agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment for audit purposes and to make said records available upon request

**Please return the following documents in your completed bid packet:**

- Debarment Certification (pg. 13)
- Proof of compliance w/ Alabama Immigration Law-H.B 56 (pg. 14,15,16)
  - Notice of Alabama Immigration Law Compliance **and** E-Verify Memorandum of Understanding  
[See ALA. CODE§ 31-13-9 (c)]
  - Affidavit of Alabama Immigration Compliance by a CONTRACTOR (notarized)
  - Affidavit of Alabama Immigration Compliance by a SUBCONTRACTOR (notarized)
- Vendor Certification **Attached Spreadsheet**

**DEBARMENT CERTIFICATION - INSTRUCTIONS**

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 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 or agency determined to enter into this 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 or default.
- (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," "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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (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.

**U.S. DEPARTMENT OF AGRICULTURE**

---

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

---

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON PREVIOUS PAGE)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2. 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;
  - 3. 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 (A.2.) of this certification; and
  - 4. 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.
- B. 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.

SUPPLEMENTAL GROCERIES BID -2024

---

Organization Name

---

Project Name (RFP #)

---

Printed Name of Authorized Representative

---

Title

---

Signature of Authorized Representative

---

Date

**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 obligation 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 and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and 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, r other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any tern 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**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:  
County of \_\_\_\_\_

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

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

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
**Signature of Affiant**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

\_\_\_\_\_  
**Signature and Seal of Notary Public**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION**

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

State of Alabama:  
County of \_\_\_\_\_

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

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

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that is has complied with ALA. CODE § 31-13-9 (c) and (d).

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

\_\_\_\_\_  
**Signature of Affiant**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

\_\_\_\_\_  
**Signature and Seal of Notary Public**



## Site Information (D)

Listed below are the school's receiving equipment as part of this Invitation to Bid.

	<u>Site Name</u>	<u>Site Address</u>
1.	Central High School	2400 Dobbs Drive Phenix City, AL 36870
2.	Central Freshman Academy	2800 Dobbs Drive Phenix City, AL 36870
3.	Lakewood Elementary School	24 Explorer Drive Phenix City, AL 36867
4.	Lakewood Primary School	18 Explorer Drive Phenix City, AL 36867
5.	Meadowlane Elementary School	709 Meadowlane Drive Phenix City, AL 36869
6.	Phenix City Elementary School	2307 South Railroad Street Phenix City, AL 36867
7.	Phenix City Intermediate School	2401 South Railroad Street Phenix City, AL 36867
8.	Ridgecrest Elementary School	1806 8th Place South Phenix City, AL 36869
9.	Sherwood Elementary School	906 Idle Hour Drive Phenix City, AL 36867
10.	South Girard School	521 Fontaine Road Phenix City, AL 36869
11.	Westview Elementary School	1012 Ingersoll Drive Phenix City, AL 36867

**REQUEST FOR PROPOSAL: Supplemental Grocery Bid**

**SCOPE**

The purpose and intent of this invitation to bid is to secure the best competitive prices from qualified food and supply distributors for the Phenix City School System Child Nutrition Programs. Bidder must bid on a minimum of ninety percent of the items requested. This bid is for the purchasing of supplemental food and miscellaneous non-food supplies.

**VENDOR QUALIFICATIONS**

Bids will only be considered from commercial distributors who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The Board reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The Board will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform. The decision as to whether a bidder meets the qualifications stated below is at the sole discretion of the Child Nutrition Program.

1. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
2. The awarded vendor must participate in an annual unannounced third-party food safety inspection to assure the districts that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.
3. If the awarded vendor does not participate in food distribution programs that require such inspections, they should bear the cost of an inspection service chosen by the districts.

**DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact for the Child Nutrition Program. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

**FACILITIES INSPECTIONS**

The Board reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by Board representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect grocery products.

**APPLICABLE LAWS**

All products and deliveries must meet the State and County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).

**FOOD SAFETY AND 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 awarded vendor shall have a plan and process in place to effectively respond to a food recall which should include the following objective:

1. Provide accurate and timely communication to the CNP office regarding food recalls with immediate notification of the Board.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamlined process for reimbursement for recalled products.

**SELL PRICE (INVOICE SELL PRICE)**

The sell price is defined as the total unit cost to deliver item to school sites. This is the dollar value that the vendor will bill on the invoice.

**PRODUCT BUY CHANGE**

Phenix City Schools reserves the right to change the product mix as new products become available or student preferences change. Phenix City Schools will not change any more than ten percent of the products during each 12-month period beginning Aug. 1<sup>st</sup> of each year.

**QUANTITY**

Phenix City Schools does not guarantee orders in the amounts listed nor shall they be required to limit its orders to specific figures. This is an indefinite quantity bid based on estimated usage and average daily participation. The amounts shown are estimates only. This does not guarantee any specific usage as the listed estimates represent the current meal participation.

**PACK SIZE**

The vendor will maintain the pack size during the term of the contract, unless circumstances arise that are out of the vendor's control. Notice in writing will be given to Phenix City Schools prior to changes that may occur. In the event that the vendor change in pack size impacts the costs of the product, the price shall be adjusted accordingly.

**EQUIVALENT PRODUCT APPROVAL REQUEST PROCESS**

Bidders wishing to offer products equivalent to those identified by Brand and Manufacturer Number must receive approval from Phenix City Schools in order for the equivalent product to be considered. Products not identified by Brand and Manufacturer Number will be left up to the distributor as to what product they bid as long as it meets the specifications requested. Bidders will have up to five (5) business days prior to the bid opening to submit for approval. Approval will require product testing and evaluation with the school system. Bidders are responsible for providing product for the product testing and evaluation. If approval is given for a specific product, all bidders will be notified.

**PRIVATE LABELS ON COMMERCIAL PRODUCTS**

No private labels will be accepted on commercial products.

**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 temperature-controlled truck to protect the quality and food safety of the products. Temperatures may be recorded per HAACP guidelines upon delivery. Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Child Nutrition Program Director or designee.

**DELIVERY SCHEDULES**

The vendor shall make deliveries to Member Districts' sites bi-weekly or more often as purchase volume necessitates. The delivery times will be conducted between the hours of 6:00 am and 2:00 pm. Deliveries made by the vendor without a scheduled appointment may result in delivery refusal by the district. Any cost accrued as the result of such refusal shall be born solely by the vendor and not result in any additional costs to the district. The vendor must be responsible for ensuring that delivery personnel remain with their equipment and unload the delivery. All frozen products must be delivered in a frozen state with a minimum temperature of -30 degrees F with a maximum temperature of 15 degrees F. This temperature range must be maintained during transit and delivery. A temperature above 15 degrees F is subject to further examination and may result in the rejection of the product. There shall be no signs of freezer burn and no evidence of thawing at the time of delivery. All refrigerated products will be delivered in a refrigerated state with an internal temperature not exceeding 40 degrees F. There should be no sign of freezing with refrigerated products. All HACCP regulations must be followed.

Additionally, the vendor shall:

- ◆ Ensure delivery personnel remain with their equipment and assist in unloading.
- ◆ Provide packing slips with each shipment identifying items ordered by the district item number, quantity ordered, purchase order and associated invoice numbers.
- ◆ Ensure that bottles with squared corners have a protective insert between bottles to protect bottles from damage during shipment.
- ◆ Be held responsible for any shortages in packages of delivered products by reshipping shortages at no additional cost to the district.
- ◆ Ensure deliveries are organized for easy off loading and receipting.
- ◆ Products that do not meet specifications may be rejected and replacement of the rejected products shall occur within five business days of the delivery date at no cost to the district.
- ◆ Deliver products in a clean truck.
- ◆ Maintain a 97% fill rate for products ordered.
- ◆ Ensure all packaging is wholesome, safe, and in sanitary condition.
- ◆ Allow for the district to have multiple end products delivered on the same truckload.

#### **MINIMUM ORDER**

Deliveries are to be made to all schools placing orders provided the average of orders is \$750, although an individual school may be below the \$750 order.

#### **DECIMALS**

Any mathematical calculation that involves decimals shall be treated as follows: All decimals shall be carried only two (2) places in the final extension. Unit price may be extended to four (4) decimal places.

#### **DELIVERY DELAYS OR SHORTAGES**

If delivery delays or shortages are foreseen the vendor shall notify the Child Nutrition Department of the member district three (3) days before the delivery.

#### **FUEL SURCHARGE**

In the event that fuel prices increase significantly over the life of the contract, then a fuel surcharge may be negotiated.

#### **FOOD SECURITY PREVENTIVE MEASURES**

Food security preventive measures shall be employed by the selected contractor to minimize the risk that food under their control be subject to tampering or criminal or terrorist actions.

#### **INVOICING**

All invoices shall include the school's name and address for proper identification. Delivery tickets/invoices must be signed by receiving CNP personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the 2 signed delivery tickets/invoices with the CNP Manager at each delivery site. The CNP Manager from each delivery site sends the signed delivery ticket/invoice to the CNP Accounts Payable for review and payment processing. All invoices and correspondence shall be legibly written, signed and dated. Incomplete or unclear delivery tickets/invoices result in decreased productivity and may create delay of payment.

#### **CREDITS**

The awarded vendor shall agree to accept, for full credit, the return of any items received which are found by the CNP Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving CNP employee. For products found to be defective after the delivery (within three days) the awarded vendor will issue a credit memo or replace product per the CNP Office request. The credit memo shall reference the original invoice number and be issued within seven days of request.

**REPORTS**

The awarded vendor must maintain and provide upon request **utilization reports** by line item, purchasing unit, selling price, and school delivery sites, as well as for the total District sum. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within 10 calendar days after requested by the CNP Office.

**ADDITION OR DELETION OF SITES**

The Board reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement. See Document D for a list of delivery locations to be served as part of this RFP.

**ESTIMATED DOLLAR VALUE/QUANTITIES**

The estimated quantity figures are given only as a guideline for preparing the proposal. No guarantee is expressed or implied as to actual requirements. Items will be ordered on an as needed basis.

**TERM OF CONTRACT**

The contract period for this RFP will be from **Nov 21, 2024 – September 30, 2025**. The Board of Education reserves the right to extend this contract, under the same terms and conditions, for three additional twelve-month periods (Sept–Aug.). This contract may be terminated at the end of either of the first 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.

**ASSIGNMENT**

It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of the school sites. This will be of vital importance to assure the required scheduled deliveries. The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be serviced.

**TYPE VENDOR NAME HERE**

DESCRIPTION	BRAND PREFERRED	BRAND PROVIDED	PACK	SIZE	BID UNIT	UNIT PRICE
Anytimers, Cracker Ham Cheese WG						
Anytimers, Cracker Pepperoni Cheese WG						
Anytimers, Cracker Turkey Cheese WG						
Anytimers, Pizza Cheese WG						
Anytimers, Pizza Pepperoni WG						
B'Fast Kit Cereal Bar						
B'Fast Kit Cocoa Puffs						
B'Fast Kit Lucky Charms						
B'Fast Kit Trix						
Meal Kit, BBQ Chicken Bites						
Meal Kit, Cheese & Meat Stick						
Meal Kit, Chicken Salad						
Meal Kit, Meat Stick						
Donut Holes, WG blueberry glazed, in a cup	Super Bakery					
Donuts, WG mini, powdered sugar, 6 ct/pk	Super Bakery					
Dunkin Stiks, WG, glazed, twin pack	Super Bakery					
Cereal, 1oz Cinn Toast WG						
Cereal, 1oz Cocoa Puff WG						
Cereal, 1oz Lucky Charms WG						
Cereal, 1oz Reese's Puffs WG						
Cereal, 2oz Chex Cinn WG						
Cereal, 2oz Cocoa Puff WG						
Cereal, 2oz Trix WG						
Cereal Bar, Golden Grahams WG IW						
Cereal Bar, Strawberry Cheerios WG IW						
Bar Soft, Cinnamon Toast Crunch WG IW						
Bar Soft, Cocoa Puff WG IW						
Mini-Cinnis Caramel, WG IW	Pillsbury					
Bagel, Mini Cinnamon Cream Cheese WG IW	Pillsbury					
Bagel, Mini Strawberry Cream Cheese WG IW	Pillsbury					

Bagels, Pepperoni Pizza WG (3pcs)	Tasty Brands					
Beef, Philly Steak (2oz)	Kings Command					
Calzone Bacon Egg Cheese WG IW	Albies					
Calzone, Buffalo Chicken WG IW	Albies					
Calzone, Chicken Enchilada WG IW	Albies					
Chicken, Fillet WG Breakfast 2 oz Whole Muscle	Rich Chick					
Chicken, Mandarin orange JR	Yangs					
Chicken, Tender WG Plain 1.5oz, Whole Muscle (3oz)	Rich Chick					
Chicken, Tender WG Spicy 1.5oz, Whole Muscle (3oz)	Rich Chick					
Chicken, Boneless Wing 1.5oz, Whole Muscle (4.08oz)	Rich Chick					
Grilled Cheese Sandwich WG IW	Integrated					
HotPocket, Ham and Cheese IW	Nestle					
HotPocket, Philly Steak IW	Nestle					
Ravioli, Regular WG	Tasty Brands					
S'wich, Croissant Egg Cheese WG IW	Tasty Brands					
S'wich, Maple Pancake Sausage Griddle WG IW	Integrated					
S'wich, Roll Italian Combo WG IW						
S'wich, Sub Chicken Pepperoni Cheese WG IW						
Waffle, Buttery Maple WG IW	Snackn Waffle					
Waffle, Cosmic Confetti WG IW	Snackn Waffle					
Waffle, Stuffed Sausage and Cheese WG, IW	Snackn Waffle					
Waffle, Wild Blueberry WG IW	Snackn Waffle					
Eggs, Whole Hardboiled Fresh (1pc)	Papetti					
Biscuit, Stick Southern Buttermilk	Richs					
Cowboy Bread, WG IW						
Bread Bowl, cornbread	Muffin Town					
Bread, Gluten Free Blueberry Muffin IW	UDIs					
Bread, Gluten Free Hamburger Bun IW	Rotellas					
Bread, Gluten Free Hotdog Bun IW	Rotellas					
Bread, Muffin Top Blueberry	Pillsbury					
Bread, Rolls Wheat	Sister Schubert					
Tortilla, Fl Jalapeno Cheddar 12"	La Bandarita					

Tortilla, Fl Tomato Basil 12"	La Bandarita					
Mozzarella + Jalapeno Chessy Bites, WG	Wild Mikes					
Mozzarella Chessy Bites, WG	Wild Mikes					
Pizza, Buffalo Chicken Precut WG	Nardones					
Pizza, Garlic Cheese Pizza WG	Nardones					
Pizza, Personal Pepperoni 5" WG	Wild Mikes					
Pizzaboli, Stuffed Pizza Bites (3pcs)						
Cilantro Lime Rice & Fire Roasted Corn Fiesta	Simplot					
Egg Roll Vegetable Bulk WG						
Flame Roasted Peppers & Onions Blend	Simplot					
Flame Roasted Simply Sweet Cut Corn	Simplot					
Roasted Vegetables and Pasta	Simplot					
Roasted Mediterranean Vegetable	Simplot					
Couscous						
Fries, Curly Seasoned	McCain					
Fries, Smiles, Crispy Mashed Potato	McCain					
Fries, Waffle	McCain					
Noodles, LO Mein W/Veg WG (2oz)						
Onion Rings, Extruded WG	Tasty Brands					
Red Quinoa	Simplot					
Rice, Fried Vegetable						
Woodles, Ramen Noodles	Chef Woo					
Yogurt, Cup Blueberry Nonfat						
Yogurt, cup blueberry vanilla, light						
Yogurt, Cup Cherry Vanilla NF						
Yogurt, Cup Peach NF						
Yogurt, Cup Strawberry Banana NF						
Yogurt, Cup Strawberry NF						
Yogurt, Cup Vanilla NF						
Yogurt, Gogurt Strawberry						
Apple Crisps, Plain						
Apple Crisps, Strawberry						



Banana Chips, Sweet Dried						
Fruit Smoothie, Pineapple Mango Banana						
Fruit Smoothie, Strawberry Banana						
Milk, Shelf Stable 1% Dairy Pure	Dairy Pure					
Milk, Soy Vanilla 8oz Shelf Stable	Silk					
Milk, Soy Smart Chocolate 8oz Shelf Stable	Silk					
Milk, Almond Vanilla 8oz Shelf Stable	Silk					
Milk, Almond Smart Chocolate 8oz Shelf Stable	Silk					
Juice, Bottled 100% fruit 8 oz Apple						
Juice, Bottled 100% fruit 8 oz Orange Tangerine						
Simply Chex, Chocolate Caramel	GenMill					
Simply Chex, Strawberry Yogurt	GenMill					
Chips, Doritos redc fat, Spicy Sweet Chili, WG	Doritos					
Doritos, Walking Taco						
Fast Fuel Meat Stick, Buffalo						
Fast Fuel Meat Stick, Honey Brown Sugar						
Fast Fuel Meat Stick, Original						
Jerky, Beef Original						
Jerky, Beef Teriyaki						
Jerky, Chicken Bites BBQ						
Brew, Coffee Single Pot Filter Pack						
Brew, Coffee Wrights Mill Can						
Brew, Tea 1 Gallon Filter Pack						
Coffee, Cold Brew Colombian Black						
Coffee, Cold Brew Colombian Concentrate	Heartland					
Caramel sauce, fat-free sundae topping, squeeze btl	Smuckers or equal					
Chocolate sauce, fat-free, squeeze btl	Hershey					
Coffee creamer, caramel macchiato, zero sugar	Internatl Delight or equal					
Coffee creamer, sweet & creamy, zero sugar	Internatl Delight or equal					
Sugar Free Syrup, Dulce de Leche						
Sugar Free Syrup, Hazelnut						
Sugar Free Syrup, Vanilla						

Syrup Pump						
Whipped topping, aerosol	Readi Whip or equal					
Baking, Flour, Self Rising						
Baking, Flour, Wheat						
Base, Beef Flavored Dry Mix						
Base, Chicken Flavored						
Bulk, Dressing Creamy Caesar						
Buttermist Pan Spray, Butter Flavor						
Buttermist Pan Spray, Garlic Flavor						
Dipping Cup, Bean Dip						
Dipping Cup, Dressing Balsamic Vinaigrette						
Dipping Cup, Jelly Assortment Grape Strawberry & Mixed Fruit						
Dipping Cup, Mucho Queso Cheese (shelf stable)	Land O Lakes					
Dipping Cup, Ultimate Cheddar Cheese (shelf stable)	Land O Lakes					
Dipping Cup, Spreadable Cheese	Land O Lakes					
Dipping Cup, Salsa LS						
Mac & Cheese, 5 lb bulk	JTM					
Rotini & Meat Sauce, 5 lb bulk	JTM					
Penne Alfredo, 5 lb bulk	JTM					
Dressing, Lite Creamy Caesar, pouch	Kens					
Liquid Smoke, Hickory						
Mix, Seasoning Salsa						
Pouch, Dressing Apple Cider Vinaigrette						
Pouch, Dressing Creamy Caesar Lite						
Pouch, Dressing Pan Asian Sesame						
Bags, Paper Brown Large Grocery						
Bags, Paper Brown Take Away 12#						
Paper Food Boat, 5#						
Container, Clear Tamper Evident with Lid, 4 oz						
Container, Clear Tamper Evident with Lid, 6 oz						
Container, Clear Tamper Evident with Lid, 8 oz						
Container, Clear Tamper Evident with Lid, 12 oz						

Container, Presentabowl 24oz Square Bowl Black						
Container, Presentabowl 24oz Square Lid Clear						
Cup Insert 1 Comp (Parfait)						
Cup PET Clear 9 OZ Squat						
Cup PET Clear 12 OZ Squat (Parfait)						
Cup PET Clear 16 OZ						
Lid PET Dome Clearw/ Hole	Dart					
Lid PET Dome Clear No Hole (Parfait)						
Lid PET Flat Clear No Straw (Parfait)						
TableService, Fork Medium Wrapped						
TableService, Splenda Packet						
TableService, Pepper Packet						
TableService, Spoon Medium Wrapped						
					<b>Bid Total</b>	\$0.00

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address (Please Print)

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date