**ANDALUSIA CITY BOARD OF EDUCATION Invitation to Bid**

**Bid:** Child NutritionPRODUCE BID

**For:** Andalusia City Schools, Covington County Schools and Opp City Schools

**Due: June 26, 2025 @ 10:00 a.m.**

Andalusia City Schools Board of Education will accept sealed bids until **10:00 a.m.** on **Thursday, June 26, 2025** for the purchase of regular fresh produce items for the Child Nutrition Programs of Andalusia City Schools, Covington County Schools and Opp City Schools, in accordance with the enclosed conditions and specifications. Any and all requests for substitutions from the approved brands listed shall be submitted in writing for approval at least 10 working days prior to bid deadline. This contract will be effective August 1, 2025-July 31, 2026 with the option of renewal for two (2) additional twelve (12) month periods.

All bidders must make proposals in accordance with the requirements and specifications, on the Vendor Certification Form provided, or bid will not be considered. Envelopes containing required bid documents should be sealed and clearly marked “**CNP: Produce Bid 2025”** and addressed to Andalusia City Schools Board of Education, Attn: Shan Burkhardt, CNP Director, 1201 CC Baker Avenue, Andalusia, AL 36421. Please allow ample time for delivery by the postal service. Bids received late will not be considered. Bids may be hand delivered to Andalusia City Schools Board of Education Office, 1201 CC Baker Avenue, Andalusia, Alabama 36421. If you are unable to bid, please let it be known in writing. Otherwise, you may be considered an uninterested bidder and your company subject to removal from the approved vendor list.

Andalusia City Schools 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.

Question concerning this Invitation to Bid should be directed to the Child Nutrition Program Director, Shan Burkhardt @ 334-222-6379 or email: Burkhardts@andalusia.k12.al.us.

### 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 1246, 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 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. 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.

1. 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.
2. 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.
3. 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."
4. 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.
5. 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.
6. 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.
7. 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-Federalaward 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).
8. 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 0MB 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.
9. 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.
10. 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

1. 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 entities.
2. Duration of contract. The contract between a school food authority and food service management company shall be for a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after June 26, 2025, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.
3. The contract may be terminated by the City 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 City shall have the right to immediately terminate the contract and withhold further payments. Such a termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.
4. 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-
	1. An agricultural commodity that is produced in the United States; and
	2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
2. Requirement.
	1. 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.
	2. Limitations. Paragraph (d)(2)(i) of this section shall apply only to-
		* + 1. A school food authority located in the contiguous United States; and
				2. A purchase of domestic commodities or products for the school lunch program under this part.
3. 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:
		2. 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;
		3. (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
		4. 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;
		5. 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;
		6. 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;
		7. 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
		8. 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.
	1. 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.
4. 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.

**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 Andalusia City Schools 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 Andalusia City Schools 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. Andalusia City Schools 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**

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. Andalusia City Schools, Covington County Schools and Opp 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, an 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**

Andalusia City Schools Board of Education, Covington County, and Opp City Schools reserve the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to the 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 ONLY the following documents in your completed bid packet:**

* Debarment Certification **(pg. 11)**
* Proof of compliance w/ Alabama Immigration Law-H.B 56 **(pg. 12,13,14)**
	+ 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)
* Buy American Agreement (notarized) **(pg. 16)**
* Vendor Certification **(7 pages)**
* Bid Bond or Certified Check

**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)**

1. 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.

1. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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|  |  | CNP: Produce Bid -2025 |
| **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 Andalusia 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.

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|  |  |
| **Signature and Seal of Notary Public** |  |

**BUY AMERICAN UPDATED AGREEMENT 2025**

*BUY AMERICAN STATEMENT*

It is the intent of the Andalusia City Schools Board of Education and the other school districts included in the current bid to strictly adhere to the USDA’s “Buy American” Provision. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American Provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative exception, the request must be submitted in writing to the CNP Director, a minimum of 3 days in advance of delivery. The request must include the reason for exception:

1. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality; or
2. Competitive bids reveal the cost of the United States food or food product is significantly higher than the non-domestic product.
3. Price of the original domestic food product as bid has increased significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI); and
4. The non-domestic product meets the required specifications of the domestic product.

Vendors should provide market news reports from AMS or the CPI to document any requested exceptions.

The vendor should understand the increased tracking requirements that this updated Buy American provision places on School Food Authorities (SFAs) and Child Nutrition Program Directors. The updates to the provision requires SFAs to track all non-domestic food purchases beginning in school year 2025-2026. Furthermore, the SFAs may not exceed the 10% cap for non-domestic food purchases during a school year. The vendor should note that the cap allowable to SFAs decreases to 8% in school year 2028-2029 and 5% in school year 2031-2032.

In lieu of the additions to the federal Buy American provision, the vendor agrees to include country of origin on invoices and must develop an organized procedure for contacting the District’s Child Nutrition Program Director in advance of deliveries when a non-domestic product will be substituted.

The signatures below indicate that the vendor, and Andalusia City Schools Board of Education have carefully examined and fully understand the general terms, conditions, and instructions contained in the June 26, 2025 bid between the parties. All involved parties with the bid agree to renew the contract, including the above-mentioned new requirements of the Buy American provision, for an additional year to begin on August 1, 2026, through July 31, 2027. The Agreement includes Andalusia City Schools, and other school systems, if included in the bid.

Contracted Company:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Signature of Representative Date Signed

School System Organization:

**Andalusia City Schools**

**1201 C.C. Baker Avenue**

**Andalusia, AL 36421**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Superintendent of Andalusia City Schools Date Signed

**Contract Period: 8/1/2025 through 7/31/2026**

**Notary Acknowledgment:**

NOTARIZED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

ALABAMA STATE LICENSE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE

**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

 This institution is an equal opportunity provider.

**Site Information**

Listed below are the school’s receiving items as part of this Invitation to Bid.

**ANDALUSIA CITY SCHOOLS – CHILD NUTRITION PROGRAM**

**Andalusia Elementary School This school participates in FFVP**

Jennifer Burgans, Manager 334-222-3588

1501 West Bypass Marcie Watson, Assistant Manager

Andalusia, AL 36420 burgansj@andalusia.k12.al.us

**Andalusia High School**

Chay Lawrence, Manager 334-222-6379

701 3rd Street Delisa Freeney, Assistant Manager

Andalusia, AL 36420 lawrencel@andalusia.k12.al.us

**COVINGTON COUNTY SCHOOLS – CHILD NUTRITION PROGRAM**

**Fleeta Junior High School** **This school participates in FFVP**

**Manager- Joni Bozeman  email:****joni.bozeman@cov.k12.al.us**

**Address:  27463 County Road 30**

**Opp, AL 36467**

**334-493-6772**

**Florala High School**

**Manager- Paula Stewart  email:****paula.stewart@cov.k12.al.us**

**22114 Begonia Street**

**Florala, AL 36442**

**334-658-8159**

**Pleasant Home School**

**Manager- Rhonda Bass  email:****rhonda.bass@cov.k12.al.us**

**12548 Falco Road**

**Andalusia, AL 36420**

**334-222-1315**

**Red Level School  This school participates in FFVP**

**Manager- Janie Short  email:****janie.short@cov.k12.al.us**

**28551 Barrow Road**

**Red Level, AL 36474**

**334-469-5315**

**Straughn Middle School  This school participates in FFVP for PK-5**

**Manager- Wilma Sport  email:****wilma.sport@cov.k12.al.us**

**29324 Straughn School Road**

**Andalusia, AL 36421**

**334-222-4090**

**Straughn High School**

**Manager- Susan Sasser  email:****susan.sasser@cov.k12.al.us**

**29448 Straughn School Road**

**Andalusia, AL 36421**

**334-222-2511**

**WS Harlan Elementary School   This school participates in FFVP**

**Manager- Kelsey Nixon  email:****kelsey.nixon@cov.k12.al.us**

**1641 Mohegan Street**

**Lockhart, AL 36455**

**334-658-8023**

**OPP CITY SCHOOLS -CHILD NUTRITION PROGRAM**

Opp High School

502 North Maloy Street

Opp, Alabama 36467

(334)493-4561

Manger - Rebekah Gibson

rgibson@oppboe.com

Opp Middle School

 303 East Stewart Avenue

Opp, Alabama 36467

(334)493-6332

Manager - Paige Ellis

pellis@oppboe.com

Opp Elementary School

27098 Bobcat Drive

Opp, Alabama 36467

(334)493-6031

Manager - Kim Anderson

kaanderson@oppboe.com

**REQUEST FOR PROPOSAL: Fresh Produce Service**

**SCOPE**

The purpose and intent of this invitation to bid is to secure the best competitive prices for fresh, high quality seasonal produce for the Andalusia City Schools, Covington County Schools and Opp City Schools Child Nutrition Programs.

**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. Bidder must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35º, 50ºand 70º F.
3. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures a 45º minimum while on delivery routes.
4. Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
5. Three (3) commercial references, at least one of which is a school foodservice account, are required and shall be submitted with the bid documents. This list shall contain contact persons at each location by name, position and phone number. The Board reserves the right to contact or visit these locations and/or customers in order to evaluate bidder’s qualifications.
6. A one-page summary of each bidder’s recall policy and procedures are to be submitted with bid proposal.
7. 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.
8. 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 produce 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.

**PRICE ESCALATIONS / MARKET PRICES**

A. Prices are to be quoted as two separate costs: the market cost and a firm distribution fee

for service. These prices combined will equal the sell price of the item. Market cost quoted

shall be based on historical product cost for the period of Monday, April 1, 2025 through

Friday April 25, 2025, from their suppliers. Prices are not to exceed (3) decimal places.

Please indicate “count” of product if different than described.

B. Market Fluctuations: During the contract term, the open market cost may fluctuate based

on current conditions, seasonal supply and weather. During the period of this bid, the

Board will allow escalation/de-escalation pricing upon receipt of updated

supplier/manufacturer price schedule as applicable. Any changes (up or down) in prices

must be announced to Andalusia City Schools Child Nutrition Program Central Office by

Wednesday, 10:00 a.m. on the week prior to pricing period start date. Prices submitted

each week shall include the fixed fees for service. If not given by the deadline, current

pricing will prevail. Proof of market cost shall be required for the duration of the contract.

To validate weekly pricing, Andalusia City Schools Child Nutrition Programs can request

documentation on any or all items listed on the order form. The awarded vendor must be

able to provide, if requested, sufficient documentation to substantiate the cost for the

specific week. The acceptable documentation shall include invoices or written quotations

provided from the vendor’s produce supplier. Requested documentation must be provided

to the either district electronically within 5 business days of the request.

C. Fixed Fees: The term “fixed fees for service” is used in this bid to indicate the amount a

vendor will be paid for purchasing, storing, and delivering food products, as well as other

indirect and overhead cost, including profit. Fixed fees shall remain firm for the duration of

the bid including renewals and extensions.

D. Partial Case Quantities: The districts have requested both full and partial cases of certain products on this bid. As their cost will be based on market prices for full case quantities the pricing of partial (broken cases) shall be prorated in accordance with the broken size of the original wholesale unit. For example, if the market

price of a full case of product is $10.00, the Child Nutrition Programs would be charged

$5.00 for a half case, plus the broken case fee.

E. Cafeterias shall have the option to purchase seasonal produce items and fresh produce not

listed on the pricing bid form from the awarded vendor. Vendor shall use the pricing formula

stipulated in section Pricing section A.

F. All items shall be quoted F.O.B. to all Cafeteria Sites listed on this bid.

G. If the successful bidder(s) receive discount on volume purchased or special discounts, this

price is to be reflected to Andalusia City Schools, Covington County Schools, and Opp City Schools Child Nutrition Programs.

H. The decision of the Andalusia City Schools Board of Education will be final on any question of

pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are

beyond amount anticipated or for any other good and just cause that are unsatisfactory to

the Board.

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**ORDERING OF PRODUCTS**

During the course of the contract, CNP may purchase approximately 50 different produce items and pack sizes. Of those, less than 15 items account for the majority of the dollar value of the bid. The Child Nutrition Program shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process. All orders will be placed by the individual schools’ CNP Manager to the awarded vendor.

**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 delivery of fresh produce shall be available at least once per week to each of the school sites of Andalusia City Schools, Covington County Schools and Opp City Schools. While additional deliveries during the week may be required, there may also be weeks when all sites do not receive a produce delivery. Deliveries shall be made to schools between the hours of 6:00 AM-2:00 PM CST, or as may be otherwise approved by the CNP Office. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day. Delivery schedules shall be submitted by the awarded vendor to the CNP Office two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the CNP Office for approval at least 14 days prior to implementation. The awarded vendor shall be notified in advance of scheduled school off-days so that special arrangements can be made for delivery. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition, replacement delivery shall be made within 24 hours, or at a longer time span if approved by the CNP Director.

**DELIVERY ACCURACY AND PRODUCT QUALITY**

The awarded vendor is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable.

**ITEM SUBSTITUTION**

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval,** from the CNP Director. **All outages and suggested substitutions must be submitted to the CNP Director a minimum of 24 hours prior to delivery.** An excessive occurrence of out-of-stock items may be cause for contract cancellation. The CNP Office reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

**FORCE MAJEURE**

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The Awarded vendor is to contact the Child Nutrition Director with documentation and to present alternative products and prices.

**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 **August 1, 2025 –July 31, 2026**. The Board of Education reserves the right to extend this contract, under the same terms and conditions, for two additional twelve-month periods (August 1-July 31). This contract may be terminated at the end of either of the first two 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.

**Vendor Certification**

**Bid:** Produce 2025 **Due: June 26, 2025 @ 10:00 am**

In compliance with the Invitation to Bid, the undersigned proposes to provide and deliver the items specified at the price shown.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***#*** | ***Item Description*** | ***Bid Unit*** | *EstimatedQuantity* | ***Price*** |  Fixed Service Fee  | **TOTAL** |  ***Unit Size - Local Product***  |
| **1** | Apples, Fuji, 113 ct, U.S. Fancy or better | 1 Case | *200* |  $ |  $ |  |  |
| **2** | Apples, Gala, 113 ct, U.S. Fancy or better | 1 Case | 200 |  $ |  $ |  |  |
| **3** | Apples, Golden Delicious, 113-125 ct, U.S. Fancy or better | 1 Case | 200 |  $ | $  |  |  |
| **4** | Apples, Red Delicious, 125 ct, U.S. Fancy or better | 1 Case | 250 |  $ | $  |  |  |
| **5** | Apples, Granny Smith, 113 ct, U.S. Fancy or better | 1 Case | 300 |  $ | $  |  |  |
| **6** | Bananas, medium size, Premium quality | 40# Case | 200 |  $ | $  |  |  |
| **7** | Bananas, green, medium size, Premium quality | 40# Case | 100 |  $ | $  |  |  |
| **8** | Grapes, Table, red seedless, U.S. Fancy, 18-20# | 1 Case | 200 |  $ | $  |  |  |
| **9** | Grapes, Table, green seedless, U.S. Fancy, 18-20# | 1 Case | 100 |  $ | $  |  |  |
| **10** | Kiwifruit, 36 count per flat, U.S. Fancy and U.S. No. 1 | 1 Flat | 50 |  $ | $  |  |  |
| **11** | Oranges, 113 count, U.S. Fancy | 1 Case | 500 |  $ | $  |  |  |
| **12** | Pears, Summer and Fall, 120-130 ct.,U.S. Fancy | 1 Case | 100 |  $ | $  |  |  |
| **13** | Plums, U.S. Fancy | 1 Case | 100 |  $ | $  |  |  |
| **14** | Tangerines, U.S. Fancy | 1 Case | 200 |  $ | $  |  |  |
| **15** | Lemons, U.S. No. 1 | 1 Dozen | 50 |  $ | $  |  |  |
| **16** | Limes, U.S. No. 1 | 1 Dozen | 40 |  $ | $  |  |  |
| **17** | Eggs, Fresh, Large | 30 doz. | 40 |  $ | $  |  |  |
| **18** | Broccoli Florets, bagged & ready, U.S. Fancy | 3# Bag | 200 |  $ | $  |  |  |
| **19** | Broccoli Florets, bagged & ready, 6/3# bags, U.S. Fancy | 12# Case | 40 |  $ | $  |  |  |
| **20** | Carrots, baby, 5# bags, U.S. No. 1 | 5# Bag | 50 |  $ | $  |  |  |
| **21** | Carrots, baby, 4/5# bags, U.S. No. 1 | 20# Case | 100 |  $ | $  |  |  |
| **22** | Carrots, Shredded, bagged & ready, U.S. No. 1 | 4/5# | 75 |  $ | $  |  |  |
| **23** | Carrot Sticks, 4/5# bag, U.S. No. 1 | 1 Case | 75 |  $ | $  |  |  |
| **24** | Carrot Sticks, 5# bag, U.S. No. 1 | 5# Bag | 30 |  $ | $  |  |  |
| **25** | Carrots, Baby Bites, 100/3oz Case | 1 Case | 500 |  $ | $  |  |  |
| **26** | Cauliflower Florets, bagged & ready, U.S. No. 1 | 3# Bag | 20 |  $ | $  |  |  |
| **27** | Cauliflower Florets, bagged & ready, U.S. No. 1 | 4/3# Bags | 20 |  $ | $  |  |  |
| **28** | Celery, diced, U.S. Extra No. 1 | 5 # Bag | 20 |  $ | $  |  |  |
| **29** | Celery, stalks, U.S. Extra No. 1 | 1 Bunch | 15 |  $ | $  |  |  |
| **30** | Celery Sticks, 4/5# bags, U.S. Extra No. 1 | 1 Case | 200 |  $ | $  |  |  |
| **31** | Celery Sticks, U.S. Extra No. 1 | 5# Bag | 20 |  $ | $  |  |  |
| **32** | Cilantro, Clean, Trim 4/1 lb Case | Case | 10 |  $ | $  |  |  |
| **33** | Cucumbers, U.S. Fancy | 5# | 200 |  $ | $  |  |  |
| **34** | Lettuce, Romaine chopped, bagged & ready,U.S. No. 1 | 12# Case | 850 |  $ | $  |  |  |
| **35** | Lettuce, Romaine chopped, bagged & ready,U.S. No. 1 | 2# Bag | 50 |  $ | $  |  |  |
| **36** | Lettuce, Romaine chopped, bagged & ready,U.S. No. 1 | 5# Bag | 100 |  $ | $  |  |  |
| **37** | Lettuce, Romaine, shredded, bagged & ready, U.S. No. 1 | 4/5# Bag | 200 |  $ | $  |  |  |
| **38** | Lettuce, Romaine, shredded, bagged & ready, U.S. No. 1 | 2# Bag | 150 |  $ | $  |  |  |
| **39** | Onion, diced, bagged & ready, U.S. No. 1 | 5# Bag | 20 |  $ | $  |  |  |
| **40** | Onions, Red, whole, U.S. No. 1 | 5# bag | 20 |  $ | $  |  |  |
| **41** | Onions, Yellow, whole, U.S. No. 1 | 5# bag | 20 |  $ | $  |  |  |
| **42** | Onions, Yellow, whole, U.S. No. 1 | 50# | 10 |  $ | $  |  |  |
| **43** | Pepper, Green Bell, whole, U.S. Fancy | 24# | 30 |  $ | $  |  |  |
| **44** | Pepper, Red Bell, whole, U.S. Fancy | 24# | 30 |  $ | $  |  |  |
| **45** | Potatoes, Red, "B" size, U.S. No. 1 or better | 50# Case | 20 |  $ | $  |  |  |
| **46** | Potatoes, Russet, 100 count, U.S. No. 1 or better | 1 Case | 50 |  $ | $  |  |  |
| **47** | Slaw Mix, bagged, 4/5# bags | 20# Case | 40 |  $ | $  |  |  |
| **48** | Slaw, Shredded Red/Carrots, 4/5# case | 4/5# Case | 50 |  $ | $  |  |  |
| **49** | Spinach, bagged, U.S. Extra No. 1 | 4/2.5# Bag | 50 |  $ | $  |  |  |
| **50** | Spring Mix, bagged | 3# Bag | 200 |  $ | $  |  |  |
| **51** | Salad Mix with/C 4/5#bags | 4/5# Case | 200 |  $ | $  |  |  |
| **52** | Squash, Yellow, Summer, U.S. Fancy | 20# Case | 20 |  $ | $  |  |  |
| **53** | Squash, Zucchini, U.S. Fancy | 20# Case | 20 |  $ | $  |  |  |
| **54** | Sweet Pot Stix | 4/5# | 40 |  $ | $  |  |  |
| **55** | Sweet Potatoes | 40# | 40 |  $ | $  |  |  |
| **56** | Tomatoes, Cherry, U.S. No. 1 | 1 Pint | 30 |  $ | $  |  |  |
| **57** | Tomatoes, Cherry, U.S. No. 1, 12 pints per flat | 1 Flat | 100 |  $ | $  |  |  |
| **58** | Tomatoes, Cherry, U.S. No. 1, 6 pints | 1/2 Flat | 30 |  $ | $  |  |  |
| **59** | Tomatoes, Red, Whole,U.S. No. 1, 25# case | 1/2 Case | 100 |  $ | $  |  |  |
| **60** | Tomatoes, Red, Whole,U.S. No. 1 | 25# Case | 100 |  $ | $  |  |  |
| **61** | Tomatoes, Red Grape, 12 pints per case, U.S. No. 1 | 1Case | 25 |  $ | $  |  |  |
| **62** | Baby Carrots, Individually wrapped |   | 300 |  $ | $  |  |  |
| **63** | Green Pepper. 5 lb |   | 50 |  $ | $  |  |  |
| **64** | Red Pepper, 5 lb |   | 50 |  $ | $  |  |  |
| **65** | Yellow Pepper, 5 lb |   | 50 |  $ | $  |  |  |
| **66** | Radish |   | 10 |  $ | $  |  |  |
| **67** | Watermelon, Seedless, Fresh, Whole, U.S. No 1 or higher |  | 50 |  $ | $  |  |  |
| **68** | Watermelon, Seeded, Fresh Whole |  | 50 |  $ | $  |  |  |
| **69** | Cantaloupe |  | 50 |  $ | $  |  |  |
| **70** | Blueberries |  | 100 |  $ | $  |  |  |
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|  | **Pre-Prepared Single Servings for Fresh Fruit and** **Vegetable Grant – the grant products listed below are a sampling of items that may be purchased. Product variety and pack size may vary.** | 50/4oz and or 50/2 oz sizes |  |  |  |  |  |
| **1** | Apple Grins (Sliced Red Apples) -- **100 per case** |  |  |  $ | $  |  |  |
| **2** | Apple Grins (Sliced Red Apples) -- **50 per case** |  |  |  $ | $  |  |  |
| **3** | Apple Grins/Grape Combo -- **50 per case** |  |  |  $ | $  |  |  |
| **4** | Granny Smith Apple Slices - **50 per case** |  |  |  $ | $  |  |  |
| **5** | Orange Slices - **50 per case** |  |  |  $ | $  |  |  |
| **6** | Cantaloupe Chunks - **50 per case** |  |  |  $ | $  |  |  |
| **7** | Honeydew Chunks - **50 per case** |  |  |  $ | $  |  |  |
| **8** | Pineapple Chunks - **50 per case** |  |  |  $ | $  |  |  |
| **9** | Red Seedless Grapes - **50 per case** |  |  |  $ | $  |  |  |
| **10** | Mango Chunks - **50 per case** |  |  |  $ | $  |  |  |
| **11** | Carrot Coins - **50 per case** |  |  |  $ | $  |  |  |
| **12** | Celery Sticks - **50 per case** |  |  |  $ | $  |  |  |
| **13** | Carrot/Celery - **50 per case** |  |  |  $ | $  |  |  |
| **14** | Broccoli - **50 per case** |  |  |  $ | $  |  |  |
| **15** | Cauliflower - **50 per case** |  |  |  $ | $  |  |  |
| **16** | \*\*\*Carrots - Snack Pack -- 100/2 oz. |  |  |  $ | $  |  |  |
| **17** | \*\*\*Carrots - Snack Pack -- 100/3 oz. |  |  |  $ | $  |  |  |
| **18** | Kiwi Berries **50 per case** |  |  |  $ | $  |  |  |
| **19** | Cantaloupe **50 per case** |  |  |  $ | $  |  |  |
| **20** | Dragon Fruit **50 per case** |  |  |  $ | $  |  |  |
| **21** | Fruit Salad (usually pineapple, honeydew, cantaloupe, grapes) **50 per case** |  |  |  $ | $  |  |  |
| **22** | Honeydew **50 per case** |  |  |  $ | $  |  |  |
| **23** | Honeydew/Grapes **50 per case** |  |  |  $ | $  |  |  |
| **24** | Orange Wedges **50 per case** |  |  |  $ | $  |  |  |
| **25** | Lychee **50 per case** |  |  |  $ | $  |  |  |
| **26** | Pineapple **50 per case** |  |  |  $ | $  |  |  |
| **27** | Pluot Plums (Dinosaur Eggs) - approx. 160 per case |  |  |  $ | $  |  |  |
| **28** | Red Seedless Grapes **50 per case** |  |  |  $ | $  |  |  |
| **29** | Star Fruit **50 per case** |  |  |  $ | $  |  |  |
| **30** | Baby Carrots/Celery **50 per case** |  |  |  $ | $  |  |  |
| **31** | Baby Carrots/Celery w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **32** | Broccoli Florets **50 per case** |  |  |  $ | $  |  |  |
| **33** | Broccoli Florets w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **34** | Cabbage, Shredded/Diced Bell Pepper **50 per case** |  |  |  $ | $  |  |  |
| **35** | Cabbage, Shredded/Diced Bell Pepper w/Lite Ranch**50 per case**  |  |  |  $ | $  |  |  |
| **36** | Cucumbers, Coin Cut **50 per case** |  |  |  $ | $  |  |  |
| **37** | Cucumbers w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **38** | Pumpkin Chunks **50 per case** |  |  |  $ | $  |  |  |
| **39** | Pumpkin Chunks w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **40** | Snow Peas **50 per case** |  |  |  $ | $  |  |  |
| **41** | Snow Peas w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **42** | Snow Peas/Baby Carrots **50 per case** |  |  |  $ | $  |  |  |
| **43** | Snow Peas/Baby Carrots w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **44** | Yellow Squash Coins **50 per case** |  |  |  $ | $  |  |  |
| **45** | Yellow Squash Coins w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **46** | Daikon Coins **50 per case** |  |  |  $ | $  |  |  |
| **47** | Daikon Coins w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **48** | Daikon Coins/Baby Carrots **50 per case** |  |  |  $ | $  |  |  |
| **49** | Daikon Coins/Baby Carrots w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **50** | Zucchini Coins **50 per case** |  |  |  $ | $  |  |  |
| **51** | Zucchini Coins w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **52** | Zucchini Coins/Baby Carrots **50 per case** |  |  |  $ | $  |  |  |
| **53** | Zucchini Coins/Baby Carrots w/Lite Ranch Dressing **50 per case**  |  |  |  $ | $  |  |  |
| **54** | Pineapple/Cranberries **50 per case** |  |  |  $ | $  |  |  |
| **55** | Pomegranate Wedges **50 per case** |  |  |  $ | $  |  |  |
| **56** | Brussel Sprouts **50 per case** |  |  |  $ | $  |  |  |
| **57** | Brussel Sprouts w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **58** | Brussel Sprouts/Baby Carrots **50 per case** |  |  |  $ | $  |  |  |
| **59** | Brussel Sprouts/Baby Carrots w/Lite Ranch Dressing **50 per case** |  |  |  $ | $  |  |  |
| **60** | Ugli Fruit - **50 per case** |  |  |  $ | $  |  |  |
| **61** | Rainbow Baby Carrots**50 per case**  |  |  |  $ | $  |  |  |
| **62** | Mardi Gras Cauliflower **50 per case** |  |  |  $ | $  |  |  |
| **63** | Sugar Snap Peas **50 per case** |  |  |  $ | $  |  |  |
| **GRAND TOTAL** |  $ |  |  |
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| **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.**  |
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|  | **Signature** |  |  | **Printed Name** |
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|  | **Email Address (Please Print)** |  |  |  |  |  |  |
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|  | **Company Name (Please Print)** |  |  | **Business License Number** |
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|  | **Address** |  |  | **Telephone** |
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|  | **City, State, Zip** |  |  | **Date** |
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