

CONTRACT SECTION I - REQUEST FOR BID

To: Prospective Bidder

Date Issued: July 11, 2018

Attention: Bid Department

From: Covington County Board of Education
Opp City Board of Education
Andalusia Head Start

Items: Bread and Bakery Products

Type of Contract: ANNUAL BOTTOMLINE

Period: **August 8, 2018 to August 7, 2019**
Proposal Opening: 2:00 p.m. on **Thursday, July 26, 2018**

Mail Proposals To: Hand deliver to the above address or mail to:

Covington County Board of Education/Child Nutrition Program
807 C. C. Baker Avenue
Andalusia, AL 36420

**ENVELOPE SHOULD BE PLAINLY MARKED "BREAD BID 18-19"
with date and time of opening.**

Conditions: In strict accord with Sections I through VIII.

Contact: If you have any questions concerning this Request for Bid, please
contact: Carrie Patterson, 334-427-3830

CONTRACT SECTION I (continued)

Date Bid Issued: July 11, 2018

Date Submitted by Vendor: _____

Name of Firm Submitting Bid: _____

Mailing Address: _____

Telephone: _____

Our bottomline bid for products included in Section VI, page 17, is as follows:

Amount \$ _____

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

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

Signature

Print or Type Name

Title

Telephone Number

Date

SECTION II- GENERAL INSTRUCTIONS

2.1 General Conditions:

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

2.2 Bidder Responsibility:

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

2.3 Clarification:

If a clarification is required the request shall be made in writing, to the Covington County Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Child Nutrition Coordinator will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

2.4 Brand Identification:

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

2.5 Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by Covington County Board of Education, Opp City Board of Education and Andalusia Head Start or as a result of violations of the contract terms by any contractor.

2.6 Error in Bid:

In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The Covington County Board of Education reserves the right to correct mathematical errors which cause an incorrect extension.

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

2.7 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

- a. Bids must be submitted signed and sealed to the location specified on the Invitation to Bid. The bid time, date of bid opening and the term, "**Bread Bid 18-19**" shall be noted on the face of the envelope in the lower left corner.
- b. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened. **Bids sent via regular or express mail must be sent to the Covington County Board of Education /Child Nutrition Program, 807 C. C. Baker Avenue, Andalusia, AL 36420.** Faxed or emailed bids will not be accepted.
- c. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **Signed bid form must be original signature.**

SECTION II, continued

- d. The bid contract must be used without alterations.
- e. Section I, Request for Bid (Page 1), Bid Form (Page 2), and Debarment Certification Form Section IV (Page 13), Section V Immigration Law Requirements for Compliance (Page 15, instructions) and Section VI, Bread and Bakery Products Bid Sheet (page 17) shall be in a sealed envelope with the company name, bid file number and opening date on the outside of the envelope. It should be marked "Bid Documents". Bid documents shall be placed in an envelope as set forth above for mailing or delivery to the Covington County Board of Education, Child Nutrition Program. It shall not be necessary that any other sections of this document be returned with the bid. The envelope containing Bid Document shall be plainly marked in the lower left corner "**Bread Bid 18-19**" and shall have the name and return address of the bidding company appropriately shown on the face of the envelope.

2.8 Bid Acceptance:
Covington County Board of Education, Opp City Board of Education and Andalusia Head Start reserve the right to reject any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that Covington County Board of Education, Opp City Board of Education and Andalusia Head Start has sixty (60) days to accept.

- 2.9 Award:
- a. Contracts will be established between the lowest responsible, responsive bidder and Covington County Board of Education, Opp City Board of Education and Andalusia Head Start except as may otherwise be specified in the Invitation for Bid. Awards will be based on the **total or bottom line** on all items.
 - b. Covington County Board of Education reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Covington County Board of Education, bids submitted by that bidder will be rejected.
 - 1. Delivery Ability:
Bidder must demonstrate or has demonstrated to Covington County Board of Education, Opp City Board of Education and Andalusia Head Start the ability to promptly and efficiently deliver all the items on the bid list.
 - 2. Capacity:
Bidder must demonstrate to Covington County Board of Education, Opp City Board of Education and Andalusia Head Start that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
 - 3. Reliability:
For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if for any reasons other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.
 - 4. Accounting Procedures:
A bidder, to be considered for award, must clearly demonstrate to Covington County Board of Education, Opp City Board of Education and Andalusia Head

SECTION II, continued

Start the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data.

5. Facilities and Equipment:

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Covington County Board of Education, Opp City Board of Education and Andalusia Head Start reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

6. Delivery Equipment:

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

7. Review Process:

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

2.10 Taxes:

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

2.11 Gifts, Rebates, Gratuities:

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

2.12 Alternate Bids:

Alternate bids will not be considered unless specifically requested by the provisions of this bid

SECTION II, continued

document.

2.13 Substitute Distributor:

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

2.14 Cancellation:

This contract shall be in effect for the period of August 8, 2018 to August 7, 2019 unless cancelled for justifiable cause by Covington County Board of Education, Opp City Board of Education and Andalusia Head Start. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was cancelled by Covington County Board of Education, Opp City Board of Education and Andalusia Head Start will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by Covington County Board of Education, Opp City Board of Education and Andalusia Head Start will apply.

2.15 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
- b. Contractors providing service under this invitation for bids, herewith, assures the Covington County Board of Education, Opp City Board of Education and Andalusia Head Start that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- d. State Sales Tax Exemption information will be issued upon request.
- e. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Covington County Board of Education, Opp City Board of Education and Andalusia Head Start and its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- h. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857{h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

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- i. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- j. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes, if applicable.

2.16 Assignment:

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

2.17 Product Requirements:

1. Product Specifications:

All bread shall be made from white flour (unless specified otherwise) according to U. S. Government standards and shall meet the requirements of the State with respect to quality and wholesomeness.

- a. Quality – When delivering bread on a weekly basis, contractors are required to deliver bread which is “strictly fresh”, since the product may be held on premises for seven (7) days. “Strictly fresh” indicates that the bread was baked not longer than twenty-four (24) hours prior to delivery.
- b. Variety – Contractor shall advise Covington County Board of Education, Opp City Board of Education and Andalusia Head Start of bread variations which may either improve consumer acceptance, add variety to menus or provide greater value.

2. Product Protection Guarantees:

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

3. Import Products:

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

4. Brand “Quoting On”:

Not applicable to this bid.

5. Units of Purchase:

For bidding purposes only, the approximate unit of purchase is specified on Page 17. This does not, however, constitute a commitment to purchase this quantity during the time of the contract.

SECTION III- SPECIAL CONDITIONS

3.0.1 Purpose:

The purpose of this Invitation to Bid is to establish a contract or contracts between the Covington County Board of Education, Opp City Board of Education and Andalusia Head Start and Distributors for bread and bakery products and the distribution of those items. This contract will establish a maximum price that participating schools will pay for any item covered by the contract during the term of that contract.

The successful distributor(s) will be responsible for purchasing, warehousing and distributing the bread and bakery products. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

3.0.2 Contract Duration:

The duration of these contracts shall be from **August 8, 2018**, through **August 7, 2019**. The Board of Education reserves the right to extend this contract for four (4) additional twelve (12) month periods. Any contract extension is contingent upon written approval of both the contractor and the Covington County School Board of Education to be agreed upon for the upcoming school year prior to the end of the current school year.

3.0.3 Volume:

The quantities indicated on the bid form are based on previous year's purchases and are accurate to the best of our ability to gather data. This does not, however, constitute a commitment to purchase this quantity during the time of the contract.

3.0.4 Restriction:

No purchase shall be made under the provisions of the contract of items not specifically listed and authorized by the contract except as set forth in The Bid document. Any item(s) not specifically listed on the distributor's bid may be procured according to Covington County Board of Education, Opp City Board of Education and Andalusia Head Start.

3.0.5 Definitions:

a. Damaged Item:

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

b. Current Label:

Current Label shall refer to a product that can be substantiated as "fresh" by being tied to the code date on the package.

3.1 SPECIAL CONDITIONS

3.1.1 Alternate Bids:

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

3.1.2 Firm Bid Price:

Bid prices shall remain firm throughout the duration of the contract.

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3.1.3 Packaging:

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

3.1.4 Default:

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

3.1.5 Remedy for Non-Performance/Termination of Contract

Covington County 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/Child Nutrition Program 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 Covington County 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.

3.1.6 Contract Application:

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

3.1.7 Delivery Times and Places:

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

a. Nine (9) months per year or twelve (12) months per year (Two options: school district should indicate by an X the option chosen).

1 All sites require delivery nine (9) months per year.

2. **All sites require delivery nine (9) months per year with the exception of those with “Summer Program” beside the site name.** Those sites will require additional delivery days during the summer depending on the length or type of “Summer Program”. successful bidder will be given the dates for extra delivery once site has received

SECTION III, continued

approval for program.

- b. The frequency of delivery shall be a minimum of up to two times weekly. The normal frequency would be once weekly but circumstances may require up to two deliveries in a week.
- c. Deliveries shall be completed between the hours of **6:30 am and 2:00 p.m.**
- d. Holiday deliveries – Holidays shall be defined as any week that has less than five (5) working days. If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.
- e. Covington County Board of Education, Opp City Board of Education and Andalusia Head Start shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make an unnecessary delivery trip. The contractor shall review this list prior to scheduling deliveries. If Covington County Board of Education, Opp City Board of Education and Andalusia Head Start fails to provide this list of closings, the contractor may charge for an unnecessary delivery trip. Make up deliveries shall be scheduled during the same week as the closing on a mutually agreed on date.

3.1.8 Delivery Schedules

- a. Initial delivery schedules shall be submitted to participating entities.
- b. Drivers and helpers shall deliver merchandise to designated areas.
- c. **Under no circumstances should bread products ever be left outside.** Drivers or helpers shall not be required to stow bread products on shelves. The contractor will retain liability of product until such time as the local organization receipts for the product.
- d. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. Each delivery ticket/invoice shall be signed by a designated cafeteria staff. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket/invoice by the designated cafeteria staff and initialed by both the truck driver and cafeteria staff. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.
- e. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
- f. If deliveries are made wherein shortages or damaged items are noted, the contractor will be required to make “next day” deliveries to correct the discrepancies. However, if the shortage had been noted and transmitted to the affected entity during the order process, the requirement for “next day” shall not apply. The term “next day” is used to allow entities to exercise that option. However, it shall not be intended as mandatory.
- g. The participating entity may elect to have the merchandise delivered at some other time.

3.1.9 Payments

All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the 15th of the next month. Distributor will notify Covington County Board of Education, Opp City Board of Education and Andalusia Head Start of any delinquencies.

3.1.10 Decimals

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

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

SECTION III, continued

3.1.11 Disclosure of Bid Contents:

Bids shall be kept confidential until contracts are awarded. At that time, all bids and documents pertaining to bids will be open to the public. All responses become a matter of public record at award. The Covington County Board of Education accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

3.1.12 E-Verify Requirements

Successful bidder will also be required to complete E-Verify documents in accordance with the Alabama Immigration Law Compliance Regulations. All E-Verify documents must be completed and on file at the Covington County School System before any payment can be made to successful bidder.

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

If applicable, contractor shall remain registered with the Central Contracting Registration Database throughout the duration of this project. In addition, Contractor shall comply with the Davis-Bacon Act for the payment of Wages to employees of the Contractors and Subcontractors. Certified Payrolls must be submitted weekly to CCBOE.

SECTION III, continued

3.1.13 USDA Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION IV, continued

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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 whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has to become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to 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 transactions 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 it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require established 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.

SECTION V - IMMIGRATION LAW REQUIREMENTS

IMMIGRATION LAW REQUIREMENTS

Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

SECTION VI-BID INSTRUCTIONS

- 6.1 Bid Package:
The bid package consists of the following
- Section I Request for Bid
 - Section II General Instructions
 - Section III Special Conditions
 - Section IV Debarment Certification
 - Section V Immigration Law Requirements
 - Section VI Bid Instructions
 - Section VII Bread and Bakery Products Bid Sheet
 - Section VIII Delivery Sites
- 6.2 Invitation to Bid Form: (Return this form completed, pages 1 and 2)
All information requested on the Invitation to Bid form must be completed. Incomplete and/or unsigned forms may be rejected. Special attention should be given to instructions and general conditions and definitions.
- 6.3 Debarment Certification Form: (Return this form completed, page 13)
Section IV Debarment Certification (Page 13) - This form must be completed and returned in the bid.

SECTION VI, continued

- 6.4 Immigration Law Requirements: (Return the necessary form completed, page 15)
Section V Immigration Law Requirements – An Affidavit of Alabama Immigration Law Compliance (Page 15) and the signature page from the contractor’s E-Verify Memorandum of Understanding should be included in the bid.
- 6.3 Product Identification/Bread and Bakery Products Bid Sheet: (Return this form completed, page 17)
Section VII, Product Identification/Bid Sheets – When you complete the Product Identification/Bid Sheets you must forward all totals to the Grand Total Bid Sheet (**Page 2**) of the bid document.
- 5.4 Bid Forms:
Bids must be presented on the forms supplied herein or a copy of that form. Bids submitted on any other forms, unless prior approval for such deviation is granted by Covington County Board of Education, will be rejected.
- 6.7 Bid Bond
Bond must be returned in the amount of 5% of the total bid (**page 16**).

Contract Section VII – Bread and Bakery Products Bid Sheet

Company Name _____ Bidder must complete the How Packed column.

Item	Description	How Packed	Bid Unit	Unit Price	Usage	Extended Total
1.	Bread, 100% Whole Wheat, 1 oz. slices, maximum 24/2 usable slices, product must contain more than 51% whole grain.		Loaf	\$	1000 loaves	\$
2.	Buns, Hamburger, sliced 100% whole wheat, product must contain more than 51% whole grain.		Pack	\$	1000 packs	\$
3.	Buns, Hot Dog, 6" sliced 100% whole wheat, product must contain more than 51% whole grain.		Pack	\$	300 packs	\$
4.	Bun, Hoagie, 100% whole wheat, product must contain more than 51% whole grain		Pack	\$	300 packs	\$
5.	Bread, White Wheat 1 oz. slices, maximum 24/2 usable slices		Loaf	\$	2000 loaves	\$
6.	Buns, Hamburger, 3.5" diameter sliced, White Wheat		Pack	\$	2000 packs	\$
7.	Buns, Hot Dog, 6" length sliced, White Wheat		Pack	\$	400 packs	\$
8.	Buns, Hoagie, 8" length sliced, White Wheat		Pack	\$	300 packs	\$
9.	Rolls, Pre-Cooked, White Wheat		Pack	\$	1000 packs	\$
	TOTAL BOTTOM LINE PRICE FOR BREAD PRODUCTS					\$ _____

Bidder must complete the How Packed column; prices are based on bid unit as noted.

Section VIII- Cafeteria Locations/Site Managers

COVINGTON COUNTY SCHOOLS

Fleeta Jr. High School

Manager: Kathy Moore
27463 CR 30
Opp, Al 36467
334-493-7136

Floral High School

Manager: Paula Stewart
22114 Begonia Street
Floral, Al 36442
334-858-3765

Pleasant Home High School

Manager: Rhonda Bass
12548 Falco Road
Andalusia, Al 36340
334-222-1315

Straughn Elementary/Middle School

Manager: Wilma Sport
29325 Straughn School Road
Andalusia, Al 36420
334-222-4090

OPP CITY SCHOOLS *(Summer Program)*

Opp Elementary School

Manager: Kim Anderson
503 Brown Street
Opp, AL 36467
334-493-6031

Opp Middle School

Manager: Martha Burgess
303 East Stewart Avenue
Opp, AL 36467
334-493-6332

ANDALUSIA HEAD START *(Summer Program)*

Director: Tabitha Samuel
719 Whatley Street
Andalusia, AL 36420
334-881-0181

Red Level Elementary/High School

Manager: Sue Nolen
28551 Barrow Road
Red Level, Al 36474
334-469-5315

Straughn High School

Manager: Brandy Lawson
29448 Straughn School Road
Andalusia, AL 36421
334-222-2511

W.S. Harlan School

Manager: Tracie Dye
1641 Mohegan Street
Lockhart, AL 36455
334-858-3294

Opp High School

Manager: Michelle Chesteen
502 N. Maloy Street
Opp, AL 36467
334-493-4561