

BID#2023-11 CNP Milk & Dairy
DATE: May 2, 2023
INSTRUCTIONS TO BIDDERS

City of Madison Board of Education will receive sealed bids for **BID#2023-11 CNP Milk & Dairy** hereinafter described and specified in Exhibit A.

All proposals must be in sealed envelopes and shall be in the hands of Eric Haynes, Madison City Central Office Accounting Supervisor, no later than **10:59 a.m. on May 2, 2023**. The bid opening will be held at **11:00 a.m. (Central Standard Time) on Tuesday, May 2, 2023** at the City of Madison Board of Education Central Office, 211 Celtic Drive, Madison, Alabama.

Sealed bids may be **mailed** to City of Madison Board of Education, ATTN: Eric Haynes, City of Madison Board of Education Central Office Accounting Supervisor, 211 Celtic Drive, Madison, AL 35758, or **delivered** to the City of Madison Board of Education Central Office located at 211 Celtic Drive, Madison, AL 35758.

Proposals for furnishing the items shall be filled out where called for in the blank spaces on the bid sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineations, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain open for acceptance and approval by the Board for a period of 60 days from the date of bid opening. The owner reserves the right to reject any/or all bids as may be deemed best for his interest, and reserves the right to award the contract or contracts to other than the low bidder if in the interest of the ultimate economy and standardization to do so.

All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted.

Items furnished, as a result of this bid **shall be delivered prices** to purchaser, and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense. Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.

All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on bid sheet proposal forms furnished by the City of Madison Board of Education, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

Quantities given herein are believed to be correct, but the right to alter or vary these quantities or the right to purchase additional materials above the stated herein at the bid price is reserved.

Questions regarding the technical aspects of the bid should be directed to:

Cameron Clark
City of Madison Board of Education
(256)464-8370
dcclark@madisoncity.k12.al.us

Questions regarding the formalities of the bid process should be directed to:

Eric Haynes
City of Madison Board of Education
(256)464-8370 x 10228
ehaynes@madisoncity.k12.al.us

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed City of Madison Board of Education' "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bid forms shall be signed and dated by the vendor on the forms provided and then returned to the City of Madison Board of Education Purchasing Department. If not signed and dated, it will be considered as non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the City of Madison Board of Education Board of Education's vendor list.
- C. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition error(s), the bidder's total will be corrected accordingly. Bidders must check their proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.

- D. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.
- E. The City of Madison Board of Education may not award on the basis of low bid only. 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.
- F. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check will be forfeited to the City of Madison Board of Education. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- G. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- H. Vendors shall bid on all items within the specified group/category. It is the intent of the City of Madison Board of Education to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Madison City Schools.
- I. The successful bidder shall guarantee all material and labor for a period of not less than **One (1) Year** against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- J. The City of Madison Board of Education is tax exempt from all tax (Tax I.D. 63-1192346). This statement is in no way to be construed as relieving the seller or contractor from their tax obligation.
- K. 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. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- L. The City of Madison Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups. The following person(s) have been designated to handle inquiries regarding non-discrimination policies:

Coordinator of Personnel

[211 Celtic Drive, Madison, AL 35758](mailto:211.Celtic.Drive@madison.k12.al.us)

[256-464-8370](tel:256-464-8370) Ext. 10231

II. METHOD OF AWARD

- A. City of Madison Board of Education reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Madison City.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid may then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting the requirements and specifications.
- E. The City of Madison Board of Education reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with Alabama Code §§ 16-13B-1 through 16-13B-11 (1975) and 2 C.F.R. Part 200.
- G. The decision of the City of Madison Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph E., that will best serve the interest of the City of Madison Board of Education.

III. CONTRACT PERIOD

The contract period shall be for **One (1) year with an option to renew for 4 years. The contract will start June 1, 2023.**

IV. PRICING

- A. Prices are to be quoted by the “Unit” indicated on the face of the “Bid Sheet” form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. Firm prices shall be bid and include all packaging, handling, shipping, and delivery charges to the mentioned destination of the City of Madison Board of Education school’s locations(s) as listed on the Purchase Order. Each carton or package for each purchase order to have the

following information: Name of School, Care of City of Madison Board of Education, Individual's name on the order, Purchase Order Number, Serial Number (if applicable).

- E. City of Madison Board of Education reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

V. QUANTITIES

- A. The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.
- B. Bidders are cautioned that to incur financial obligations by purchasing materials not normally stocked for this bid will not be reason for reimbursement of costs incurred.

VI. METHODS OF PURCHASING

- A. Once the bid is approved, a letter will be issued to the awarded vendor(s). This letter does not authorize purchases of material or equipment. Purchase orders will be issued as authorization for all purchases. If the supplier fails to deliver items within the time specified, City of Madison Board of Education reserves the right to award the bid to the next lowest responsible bidder.

VII. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. When this occurs, the Procurement Director or designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the Procurement Director will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

VIII. CANCELLATION

- A. No item in the bid is to be canceled without the prior consent of the City of Madison Board of Education.

IX. DEFAULT

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the City of Madison Board of Education, without the consent of said City of Madison Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the City of Madison Board of Education' mailing list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the City of Madison Board of Education shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all purchases of the City of Madison Board of Education.

X. INDEMNITY

- A. The responsible bidder shall indemnify and hold harmless the City of Madison Board of Education, its officers and employees from all loss, claims, suits or actions of every kind and character made upon or brought against the City of Madison Board of Education, its officers and employees for or sustained by any party or parties as a result of any act, error omission or negligence of said responsible bidder or its servants, agents and subcontractors; and also from all claims of damage in fulfilling this contract.

XI. SPECIAL REQUIREMENTS

- A. City of Madison Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. City of Madison Board of Education reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of City of Madison Board of Education.
- C. **IF APPLICABLE:** All contractors submitting proposals for service type and/or construction type contracts, shall provide a copy of City of Madison Board of Education and all required State of Alabama license(s) within 48 hours of the bid opening date and time. License numbers and residency shall be written on proposal/quote/bid sheet. **It is incumbent upon the bidder to provide the required type of license for the item(s)/services being bid.**

D. IF APPLICABLE: A copy of the General Contractor's license shall be submitted at bid opening. A "General Contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

- E. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
 - a. Failure to use the bid forms furnished by the City of Madison Board of Education.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Lack of vendor compliance.
 - e. Evidence of collusion among bidders
 - f. Unauthorized alteration of the bid form.
- F. The City of Madison Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- G. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special Conditions will prevail; that is, the specific language will take precedence over

the more general wording, however, where both the ITB and Special Conditions may be given reasonable effect, both are to be retained.

- H. Successful bidder shall provide, prior to initiating work, a Performance Bond equal to 100% of total contract price and a Payment Bond, equal to 100% of total contract price.
- I. The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.
- J. Delivery Envelope: Title 34, Chapter 8, Section 34-8-8 Code of Alabama 1975, requires licensing for general contracting when the cost of the work exceeds amounts established by the State Licensing Board for General Contractors. Under this law it is incumbent upon the design professional and Awarding Authority to require each bidder to show evidence of this license before bidding. In the absence of such evidence, a bid shall not be received or considered. Therefore, the outside of the envelope in which a bid is delivered must bear the bidder's name and state license number for general contracting and the envelope must be sealed. The bid must not be received in the absence of any of these features. The sum being bid may be changed by the bidder by writing this change in price, over the bidder's authorized signature, on the envelope; however, if the sum being bid is revealed on the envelope, the bid no longer constitutes a "sealed bid" and must not be received. No change in price may be made after the time designated for receipt of bids.
- K. The Madison City Schools has the option in place to make payments via Purchasing Card instead of a check for purchases from this solicitation. This form of payment significantly reduces payment time to three to five days once services are rendered and the invoice is submitted. Unless exception is noted in the bid response, the bidder, by submitting a bid agrees to accept the Purchasing Card as an acceptable form of payment and may not add additional services fees/handling charges to purchases made with the Purchasing Card.

XII. IF APPLICABLE: DRUG TESTING AND BACKGROUND CHECK

Under no circumstances shall an employee or contractor of the responsible bidder be permitted on City of Madison Board of Education property if the employee or contractor reports to work under the influence of illegal drugs or alcohol or is a registered sex offender. After the award has been made, the lowest responsible bidder must have all of their employees who will be working on school property register through the Alabama Applicant Processing Service (AAPS) for a background check.

Step 1 – Registration

Alabama applicants MUST be registered online prior to arriving at a fingerprint location. Currently only Alabama State Department of Education (ALSDE) applicants may use AAPS.

Option 1: Online Registration (www.cogentid.com/AL or www.cogentid.com/alabama)

- a. DO NOT use www.cogentid.com/al.
- b. Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission

Option 2: Telephone Registration 866-989-9316

- a. Cogent encourages ALL applicants to register online.
- b. Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission.

Option 3: Out-of-State Applicants/Paper Fingerprint Cards

Out-of-State applicants may submit a completed fingerprint card AND a money order or cashier's check in the amount of \$54.90 made out to Cogent Systems. Applicants must register ONLINE prior to mailing in fingerprint card AND must include their REGISTRATION ID. Submit fingerprint cards to:

3M Cogent
ALSDE Cards Scan
639 N Rosemead Blvd
Pasadena, CA 91107

Step 2 – Payment

Fingerprint Fee is \$46.90 for in state applicants.

- a. Applicants may pay online during registration using a debit or credit card.
- b. No cash, credit card or business checks are accepted at the fingerprint locations.
- c. Applicants may pay at the fingerprint site with money order or cashier check
 - i. Payments must be made out to Cogent Systems
 - ii. Payment amount for ALSDE fingerprinting is \$46.90.

Step 3 – Fingerprinting

- a. Visit any Cogent fingerprint location in Alabama. See Print Locations & Hours at www.cogentid.com/AL.
- b. Bring valid identification. See *What to Bring* at www.cogentid.com/AL.

The responsible bidder must provide a list of the employees' names, last four of the social security numbers and verification letters to the City of Madison Board of Education Accounting Department., Attention: Eric Haynes, 211 Celtic Drive, Madison, AL 35758 prior to work starting. Mr. Haynes' email address is ehaynes@madisoncity.k12.al.us

XIII. MANUFACTURER'S NAME AND SUBSTITUTIONS

- A. Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to the City of Madison Board of Education at the Pre-Bid Conference or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.
- B. If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
- C. In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the City of Madison Board of Education with a detailed description of the manner in which proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".
- D. It is understood by the City of Madison Board of Education that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item or as an option for that item in the manufacturer's literature, may be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or affect the warranty.
- E. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form", the Contractor shall, at the discretion of the School Board, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the

Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the City of Madison Board of Education does not relieve the Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.

- E. No request for substitution will be considered after the Pre-Bid Conference or after 10 days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled, except in instances where the item is no longer available. The City of Madison Board of Education Procurement Director or designated representative will approve exceptions when availability of product is in question.

**CITY OF MADISON BOARD OF EDUCATION
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE _____

HOW IS SUBSTITUTE SIMILAR* _____

HOW IS SUBSTITUTE DIFFERENT* _____

MANUFACTURERS SPECS MUST BE INCLUDED.

APPROVAL DATE

APPROVED BY

Proposal Check List

The following is a checklist of requirements developed by the City of Madison Board of Education that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The Instructions To Bidders and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- **Failure to comply with H.B. 56 Alabama Immigration Law (in bold print on 1st page)*****
- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without: interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Bid Bond/Certified Check requirements (in bold print on 2nd page), **if applicable** ***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly
- Late substitution requests (see X. Manufacturer's Name and Substitutions) ***

Note: *** - Most common reasons why bids are rejected.

Please read the Instructions To Bidders for specific requirements as they can change from bid to bid. The goal of the City of Madison Board of Education is to provide for fair and open competition. Following the Instructions To Bidders will ensure that all proposals are considered.

Thank you.

Notice of Alabama Immigration Law Compliance
Requirements to all Contractors of CITY OF MADISON BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the CITY OF MADISON 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 Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Alabama laws 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. **If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact.** 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.

Any contract awarded based on a responsive proposal must include the following statement:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

The amended law also changed the definition of SUBCONTRACTOR to *“A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.”* Another provision states, *“Furthermore, during the performance of the contract, the subcontractor 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. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.”*

Return E-Verify documentation with bid submittal

ALABAMA OPEN TRADE CERTIFICATION

This certification is required by Alabama Code § 41-16-5:

Contractor certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Organization Name

Bid Number of Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Return this form with bid submittal

Notice of Federal Procurement Law Requirements

The Board expects to use federal funds for this procurement. Under federal law, any contract awarded in response to this request for bids must include the following provisions:

- The successful bidder agrees that, as appropriate and to the extent consistent with law, it shall provide, pursuant to the Buy American Act, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- The successful bidder agrees to comply with all applicable standards, orders, or regulation issued pursuant to the Clean Air Act and the Federal Water Pollution Act.
- The successful bidder is required to ensure that it has complied with the requirements of the Byrd Anti-Lobbying Amendment (31 USC 1352) including filing of any required certifications.
- Appropriate provisions addressing administrative, contractual, or legal remedies for contractor violation or breach of contract terms and appropriate sanctions and penalties for such breach
- A termination for cause and for the convenience of the Board, including the manner in which such termination may be effected and the basis for any settlement resulting therefrom.

Organization Name

Bid Number of Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Return this form with bid submittal

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

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participant in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT NAME

OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

Return this form with bid submittal

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code:

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race _____ Woman Owned _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

Return this form with bid submittal

Certification of Pricing Sheet

VENDOR NAME: _____

VENDOR MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

BUSINESS LICENSE NO.: _____

MINORITY BUSINESS: YES OR NO (IF YES, PLEASE PROVIDE DOCUMENTATION)

IF NO BID, STATE REASON: _____

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be available for review by interested parties at the locations where bids were opened. Failure to file a protest within 72 hours after bid opening shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for NINETY (90) days pending evaluation.

I certify 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 of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the invitation to Bid, including but not limited to certification requirements in submitting bid to an agency for the State of Alabama. The bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Alabama all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the State of Alabama. At the State's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Authorized Signature

Date

****PLEASE RETURN THIS SHEET WITH PRICING SHEET****

Return this form with bid submittal

Payment/Procedure Terms

ACH Payments

In lieu of receiving a check for goods and/or services provided to The City of Madison Board of Education, your company's payment will be sent via electronic transfer and automatically credited to your account at your financial institution. You would still invoice us as usual; however, once the invoice(s) is approved and processed for payment, an electronic remittance advice would be emailed to your company and your bank account would be credited.

If you choose to enroll in this process, please complete the "ACH payment enrollment form" and include with your sealed bid packet.

Benefits to your company include:

- ACH offers cost savings to the vendors and to The City of Madison Board of Education.
- Funds are credited and available to the recipient without the need for making manual deposits.
- Increases payment security.
- Eliminates the 2 to 3 day mail time.

If you have any questions regarding ACH payments, please contact Tammy Simms at tsimms@madisoncity.k12.al.us or 256-464-8370.

ACH Payment Enrollment Form

This form is used for Automated Clearing House (ACH) payments
To access the fillable form online please go to www.madisoncity.k12.al.us
and look under the Business & Finance section/forms/vendor

Payee/Company Information:

Name:	
Current Mailing Address:	
SSN or Tax ID (required):	Contact Person Name(required):
Telephone:	Fax:
Email Address(required):	

Financial Institution Information:

Name:
Address:
Nine-Digit Routing Transit Number(usually first set of 9-digit numbers at bottom of check):
Account Number:
Type of Account: _____Checking _____Savings
Name of Payee or Authorized Official (Please print):
Signature and Title of Payee or Authorized Official (Required):
Date:

A voided check must accompany this form in order to receive payments electronically.

Please ensure you have attached a W-9 to this worksheet.

Return this form with bid submittal

NEW VENDOR CONTACT INFORMATION

This form is to be completed before the City of Madison Board of Education can perform business with the vendor.

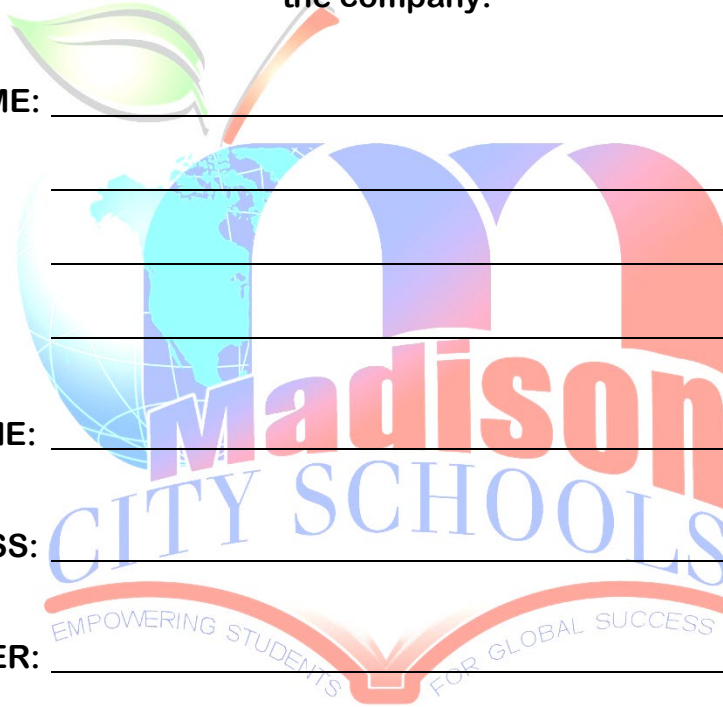
The information provided below will be used to conduct correspondence with the company.

COMPANY NAME: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____



Please ensure you have attached a W-9 to this worksheet.

Failure to do so will result in a delay in service.

****Please remit a W-9 along with your bid packet ****

For Business Office Use Only

Date of Contact: _____

Vendor #: _____

Return this form with bid submittal

EXHIBIT A

CNP Milk & Dairy Specifications

1. **SCOPE:** The purpose and intent of this invitation to bid is to secure firm prices and establish a term contract for the purchase of **Milk and Dairy Products** for the Madison City School System.
2. **ORDERING PROCESS:** The successful bidder shall accept orders on a regular basis by phone, email, or computer ordering system.
3. **PRODUCT QUALITY:** All foods shall be of the highest quality upon delivery, and maintain a high level of quality for the period of time appropriate for that particular food, when stored as directed. Acceptability of product shall be determined at the time of delivery by the cafeteria manager or his/her designee. Any food deemed unacceptable shall be returned for full credit, and replaced within 24 hours, or as otherwise required by the cafeteria manager.
4. **PRODUCT AVAILABILITY:** Successful vendor shall be required to provide all items on the food specification list as ordered. Any vendor failing to quote any item may be declared unresponsive.
5. **EMERGENCY CALLS:** Successful bidder shall respond to emergency calls twenty-four hours of the original time of the call.
6. **SUPPORT:** Successful bidder shall provide an Account Representative to provide individual school staff training and support to the School system as a whole on a regular basis. The representative shall satisfy the following functions: 1) visits as needed to assist managers in problem resolution, and 2) provide annual in-service training as requested.
7. **ESCALATION/ DE-ESCALATION CLAUSE:**
All prices shall remain firm for 30 days, after which prices for milk can increase or decrease in accordance with changes in Class One Raw Milk Prices based on monthly Federal Milk Order Announcements for the applicable geographic zone. Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundredweight.
8. Bidders are required to provide nutritional information on all items that will be bid.
9. Within ten (10) working days of the award of the bid, the successful bidder will provide the Child Nutrition Program Director with the names and contact (cellular) numbers for all delivery personnel.
10. It is the intent of the Board of Education to pay milk invoices MONTHLY. Therefore, the successful bidder must furnish two (2) copies of invoices of delivery for each school. One monthly statement must be provided to the City of Madison Board of Education Child Nutrition Program to include the following information for EACH school:

(A) Name of school

- (B) Date of delivery
- (C) Invoice or ticket number
- (D) Quantity purchased
- (E) Extended totals, etc.
- (F) Bid prices

Invoicing procedures must be acceptable to the Child Nutrition Program

11. Please mail or email monthly statements for each school to the City of Madison Board of Education.

Email is the preferred method for sending statements.

EMAIL OR MAIL TO:

City of Madison Board of Education Child Nutrition Program

Cameron Clark, CNP Coordinator

211 Celtic Drive

Madison, AL 35758

dcclark@madisoncity.k12.al.us

12. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs. No school keys will be available. Deliveries are not to be left unattended at any time. **A minimum of two (2) deliveries per week is required.**
13. "Buy American" – Federal Funds cannot be used to purchase foods not produced in the United States. Products not grown in the U.S. are exempt, i.e. – olives. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product label.
14. Only Grade A pasteurized fluid milk and fluid milk products from a source which has attained and is maintaining a sanitation compliance rating of not less than 90%, and which has been approved by the State Health Officer, will be acceptable. **INCLUDE A COPY OF THE COMPANY'S MOST RECENT HEALTH INSPECTION REPORT.** All milk shall be subject to inspection after arrival at destination. In any instance where the milk fails to meet required specifications, the schools reserve the right, at the vendor's expense, to return the product. Milk failing to meet specifications included herein shall be reason to cause termination of contract. All products are to be delivered and maintained at a temperature of not more than 45 degrees F and not less than 35 degrees F.
15. A bid must be submitted to provide milk and dairy products, to all schools in the school system. This bid will be awarded to the lowest and most responsible bidder meeting all requirements

of specification listed herein, and based on bottom-line total. **A no-bid on any item is considered a no-bid for this entire bid.**

Items to be purchased:

- 1% Lowfat Milk – plain 1% fat; Grade A Pasteurized and Homogenized, 1/2 pint carton.
 - Buttermilk - Lowfat Cultured Buttermilk, from fresh Grade A Pasteurized and Homogenized milk; ½ gallon and gallon containers.
 - Cottage Cheese, Lowfat,- cultured, not more than 1.0% butterfat, from Grade A Pasteurized and Homogenized milk; 5# containers.
 - Milk, 2% fat, ½ gallon.
 - Skim Milk, Chocolate, less than 0.5% butterfat and not less than 8.25% milk solids nonfat, Pasteurized and Homogenized, ½-pint carton.
16. The vendor agrees to be responsible for damage to the milk boxes, refrigerators, buildings, and grounds that are the direct result of carelessness of the delivery person.
17. The low bidder shall leave the milk in cases as instructed by each manager and place milk into the appropriate coolers at the time of delivery. Milk left over from a previous delivery is to be rotated in a manner to insure that the unused milk from the previous delivery will be used first, or replace said unused milk and/or unsatisfactory milk (off flavor, damaged containers, etc.) with fresh milk each day at no cost to the school system. The School's CNP Manager will determine the quantities of product needed for all deliveries.
18. Because of the breakfast program at the schools, milk shall be delivered to each school location a minimum of four times per week, as determined by the School's CNP Manager. Any change in delivery schedule must be approved by the Child Nutrition Program Coordinator. A telephone and cell phone for a Vendor contact person must be provided to the Child Nutrition Program Director to telephone when a school is not going to have enough milk to serve for that day.
19. The low bidder must agree to deliver fresh milk that has not been processed more than three (3) days. The low bidder must also agree to pick up and credit excess milk prior to holidays and such other times as school officials may reasonably request.
THE MILK COMPANY SHALL DELIVER MILK ONLY IN CLEAN, SANITARY CASES.
20. One half-pint containers of milk shall be purchased.
21. The Bidder will be financially responsible for any monetary loss to the Board of Education due to a delivery shortage of milk to any school. Schools are required to serve milk with all meals.

THE TERMS AND CONDITIONS OF THIS BID ARE UNDERSTOOD AND ACCEPTED.

Bidder will be financially responsible for any monetary lost to the Board of Education due to a delivery shortage of produce to any school.

The Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the low responsible bidder or bidders.

We are in the position to furnish the CNP Milk & Dairy at the prices stated. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding otherwise.

COMPANY

ADDRESS

SIGNATURE/TITLE

TELEPHONE

DATE

CONTACT PERSON

THIS BID MUST BE NOTORIZED.

Sworn to and Subscribed before me this

OFFICE TELEPHONE

_____ Day of _____, 20 _____

CELL PHONE

Notary Public

List below the name and telephone number of the individual to be contacted concerning questions on this bid:

Return this form with bid submittal

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certify that he/she has examined and fully comprehends the requirements of and specifications for

**CNP Milk & Dairy
FOR THE MADISON CITY SCHOOLS CHILD NUTRITION PROGRAM**

We propose to provide **CNP Milk & Dairy** and guarantee that if the contract is awarded to us, we will provide **CNP Milk & Dairy** in accordance with your requirements and specifications unless otherwise indicated.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____
(Officer of the Company)

Return this form with bid submittal

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Return this form with bid submittal

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,
Instructions for Certification

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form 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 determined to enter into a 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.
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," "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. You may contact the department or agency to whom 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, and 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 determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
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.

COMPANY: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____ TITLE: _____

SIGNATURE: _____
(Officer of the Company)

Return Bid along with the completed U.S. Department of Agriculture form (AD-1048) to:

Eric Haynes, Accounting Supervisor
Madison City Schools
211 Celtic Drive
Madison, AL 35758

In compliance with your invitation to bid on CNP Milk & Dairy, the undersigned proposes to furnish City of Madison Board of Education with "Milk & Dairy" for all Madison City Schools in compliance with the terms and condition listed in the instructions for bidders.

Return this form with bid submittal

CNP USDA Federal Contract Conditions

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

- a. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- b. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- d. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Bidders 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.
- f. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- g. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- h. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- i. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- j. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

k. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Vendor Signature: _____

Date: _____

Return this form with bid submittal