



**GULF SHORES CITY BOARD OF EDUCATION  
INVITATION TO BID  
MILK AND DAIRY PRODUCTS  
Bid No. 2021-02**

The Gulf Shores City School System (the "Board of Education") will receive sealed bids for the purchase of **milk and dairy** products hereinafter described and specified.

Gulf Shores City School System will receive sealed bids for Milk and dairy hereinafter described and specified Bid Document and in Bid Proposal/Pricing Sheet.

All proposals must be **in sealed envelopes** and shall be in the hands of Chad Green, Chief School Financial Officer, no later than **11:00 a.m. June 7, 2021**. The bid opening will be held at **11:00 a.m., June 7, 2021 at the Gulf Shores City School System Central Office, 300 East 16<sup>th</sup> Ave, Gulf Shores, Alabama 36542.**

Sealed bids may be mailed or delivered to Gulf Shores City School System, 300 East 16<sup>th</sup> Ave, Gulf Shores, AL 36542. The bid name and number shall be written on the outside of the bidder's envelope. 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 and thus rejected.

**NOTICE TO ALL BIDDERS: Compliance with the Alabama Illegal Immigration Act. Vendor must be in compliance with E-Verify requirements of the Alabama Illegal Immigration Act 2011-535 and as amended in Act 2012-491 (see attached). Documents must be signed and returned with bid package. Failure to do so will result in a rejection of the submitted proposal.**

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 in force for a period of **July 1, 2021 – June 30, 2022 with an option to renew for four additional one year periods running from July 1 through June 30.** The Board reserve the right to reject any/or all bids as may be deemed best for the interest of the Board and reserve 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. Bidder shall specify brand 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/bid sheets furnished by the Gulf Shores City School System, which are enclosed and/or attached. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

The awarded contractor shall provide, at the company's own expense, insurance as described below. Successful bidder shall provide a copy of Certificate of Insurance naming the School Board as an additional insured prior to starting work. Minimums included shall be:

- Worker's Compensation –as required by State of Alabama.
- Comprehensive General Liability.
- Bodily Injury (including death) \$1,000,000 per person, \$1,000,000 per occurrence.
- Property Damage \$1,000,000 each occurrence, \$1,000,000 per occurrence.
- Automobile liability insurance, in such form and accounts as required by State Law.

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.

***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 Gulf Shores City School System "PRICING SHEET AND BID PROPOSAL " form, and shall govern the selections of the items listed.

- B. All bids shall be returned on the form provided by the Gulf Shores City School System.
- C. All bid forms shall be signed and dated by the vendor. 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 Board's vendor list.
- D. Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown.
- E. 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.
- F. The F.O.B. point shall be to the applicable Board placing the order. Each carton or package for each purchase order is to have the following information: Name of school, c/o applicable Board of Education, purchase order number and serial number.
- G. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.
- H. The 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.
- I. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- J. 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 indication the type, size, and quality of products best adapted to the Board's intended use.
- K. Vendors shall bid on all items within the specified group/category. It is the intent of the 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 Board of Education.
- L. The Board of Education is tax exempt from all tax (Gulf Shores City School System: Tax I.D. 82-3807114). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- M. 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.
- N. The Board of Education believe in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

## **II. METHOD OF AWARD**

- A. The 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 the respective City of Gulf Shores.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his 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 requirements and specifications.
- E. The Board of Education reserve the right to accept or reject any or all bids.
- F. The award will be made in accordance with Code of Alabama 1975 Section 16-13B-1.
- G. The decision of the Board of Education, individually, 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 D., which will best serve the interest of the Board of Education.

### **III. CONTRACT PERIOD**

The contract period shall be for One (1) Year with Option to renew for Four (4) additional years.

### **IV. PRICING**

- A. Prices are to be quoted by the "Unit" indicated on the face of the "PRICING 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 opposite each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. The Board of Education reserve the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

### **V. QUANTITY**

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.

### **VI. BACK ORDERS**

- A. Items temporarily out of stock shall be a minimum. When this occurs, the 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 designated representative will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

### **VII. CANCELLATION**

No item in the bid is to be canceled without the prior consent of the respective Board of Education.

## **VIII. 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 Board of Education, without the consent of said Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Board of Education vendor 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 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 Board of Education.

## **IX. SPECIAL REQUIREMENTS**

- A. The Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. The 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 the Board of Education.
- C. IF APPLICABLE: All proposals shall include the respective City Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.
- D. 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 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.
- E. The Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- F. Where both Instructions To Bidders (ITB) and Specifications relate to the same thing, the Specifications will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Specifications may be given reasonable effect, both are to be retained.
- G. The Gulf Shores City School System may choose to purchase from this bid according to the stated prices, terms and conditions. Each agency shall separately order the said materials and each shall be responsible for the direct payment of invoices to the vendor.
- H. Buy American: Bidder will comply with the Buy American requirement, which dictates that School's participating in the federal school meal programs are required to purchase domestic commodities and products for School meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US (7CFR210.21, 220.16).

## Certification of Pricing Sheet and Alabama Immigration Compliance

VENDOR NAME: \_\_\_\_\_

VENDOR MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS LICENSE NO.: \_\_\_\_\_

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.

***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 there from.***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Payment/Procedure Terms

The personnel of the Board of Education may choose to use VISA ® Purchasing Card and e-payable process or other methods of electronic payables solutions to make invoice payments. With this solution, approved invoices will be paid more frequently through a commercial credit card.

**By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card should the Board require.** The successful bidder will receive complete information, once the bid is awarded.

Any problems with collection of payment should be addressed to the respective accounts payable contact for the Board of Education. By submitting a signed proposal for this bid, vendor is acknowledging acceptance of these payment procedure/terms.

\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date

## 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 Gulf Shores City School System.
2. **ORDERING PROCESS:** The successful bidder shall accept orders on a regular basis by phone, fax 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 CLAUSE/DE-ESCALATION CLAUSE:** All prices shall remain firm for 30 days, after which prices for milk and dairy can increase or decrease with changes in the market. Requests for price escalation or de-escalation must be submitted in writing to the CSFO as reflected in contact information included in this bid. Price changes may not become effective until ten (10) days after approved by the school board. It is the responsibility of the vendor to provide documentation justification for the amount of the price change.
8. **Bidders are required to provide nutritional information for all items to be considered for bid.** Nutritional information must be submitted for consideration with all bid documents.
9. This bid will be awarded to the lowest and most responsible bidder meeting all requirements of the specification listed herein, and based on bottom-line total. A no-bid on any item is considered a no-bid for this entire bid.
10. 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 accepted. **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 instances where the milk fails to meet required specifications, the schools reserve the right, at 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 41 degrees F and no less than 32 degrees F.
11. Items to be purchased and description:
  1. 1% Lowfat White Milk, Half Pint
  2. Fat Free Chocolate Milk, Half Pint
  3. Buttermilk, Low fat, Half Gallon
  4. Skim (Fat Free) Milk, Half Gallon
  5. Skim (Fat Free) Milk, Gallon
  6. Lactose-Free Milk, Lowfat, ½ pint
  7. Half-n-half- quart



12. The milk and dairy company agrees to be responsible for damage to the buildings and grounds that are the direct result of carelessness of the delivery person.
13. 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 Schools' CNP Manager will determine the quantities of product needed for all deliveries. Quantities must be delivered in accordance with the amount ordered by the manager.
14. Any change in the delivery schedule must be approved by the respective Child Nutrition Program Director. An office and cell phone number for a Vendor contact person must be provided to the respective Child Nutrition Program Director contact when needed.
15. Because of the breakfast program at the schools, milk shall be delivered to each school every day. Any change in delivery must be approved by the respective CNP Manager. A telephone and cell phone for a Vendor contact person must be provided to the CNP Manager to telephone when a school is not going to have enough milk to serve for that day.
16. 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.
17. Within ten (10) working days of the award of the bid, the successful bidder will provide the respective Child Nutrition Program Director with the names and contact (cellular) numbers for all delivery personnel.
18. It is the intent of the Board of Education to pay 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 each 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

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

Refer to contact information attached to bid documents.

19. 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.
20. **The Bidder will be financially responsible for any monetary loss to the Board of Education due to delivery shortage of milk and dairy to any school. Schools are required to serve milk with all meals.**

## **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, the bidder certifies that:

- H. 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/TYPE NAME**

**OF AUTHORIZED PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Officer of the Company)

**Return this form with bid submittal.**

## U.S. DEPARTMENT OF AGRICULTURE

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

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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.

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Organization Name

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PR/Award Number or Project Name

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

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Signature(s)

Date

**Return this form with bid submittal.**

Form AD-1048 (1/92)

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

Chad Green  
Chief School Financial Officer  
Gulf Shores City School System  
300 East 16<sup>th</sup> Ave  
Gulf Shores, AL 36542

In compliance with your invitation to bid on MILK AND DAIRY the undersigned proposes to furnish Gulf Shores City School System with "MILK AND DAIRY Service" for all Gulf Shores City schools in compliance with the terms and condition listed in the instructions for bidders.

**The bid proposal form is enclosed at the end of this document.**

# CITY OF GULF SHORES SCHOOL SYSTEM

## VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department of Education.

BID NO. \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

FAX #: \_\_\_\_\_

IS THE COMPANY MINORITY OWNED?: \_\_\_\_\_ YES \_\_\_\_\_ NO

IS THE COMPANY OWNED BY: \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE \_\_\_\_\_ BOTH

IS THE COMPANY INCORPORATED: \_\_\_\_\_ YES \_\_\_\_\_ NO

ETHNICITY OF OWNERSHIP:

\_\_\_\_\_ ASIAN AMERICAN

\_\_\_\_\_ AMERICAN INDIAN

\_\_\_\_\_ BLACK

\_\_\_\_\_ DISABLED

\_\_\_\_\_ HISPANIC

\_\_\_\_\_ OTHER (PLEASE SPECIFY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Requirements of Vendors for Compliance with the Alabama Immigration Law**

A condition for the award of a contract, bid or grant with Gulf Shores City School System Board of Education requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

**If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:**

1. Submit an updated W-9 Form.
2. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

**If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:**

1. Submit an updated W-9 Form.
2. Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding*. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
3. Execute and submit to the Board the attached Alabama Immigration Law Compliance Law Contract in the attached "Notice" form provided.

**Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding and a signed copy of the attached Notice of Compliance Contract along with your bid documents.**

Sincerely,

*Chad Green*

Chad Green  
Chief School Financial Officer

## Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreement with Gulf Shores City School System

As a Contractor, as defined in the Act, to the GULF SHORES CITY SCHOOL SYSTEM (the “Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process from this point forward with a contractor will contain the following clause or one substantially similar:

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. ***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.***

Contractor shall 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 submit to the Board a copy of the e-Verify 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 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.

**Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:**

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Contractor Officer or Owner Signature/Date

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Print Name/Title/Company

Please execute and return to Gulf Shores City School System with bid documents.



**GULF SHORES CITY SCHOOL SYSTEM**  
**MILK AND DAIRY PRODUCTS**  
**Bid No. 2021-02**  
**BID CHECKLIST**

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

\_\_\_\_\_ Read all bid requirements and specifications.

\_\_\_\_\_ Original signatures and date on all bid documents, bid sheets/pricing sheets and proposal forms.

\_\_\_\_\_ Insurance Certificates.

\_\_\_\_\_ USDA Form AD-1048. (Debarment)

\_\_\_\_\_ Minority Questionnaire.

\_\_\_\_\_ eVerify Documents included.

\_\_\_\_\_ Nutritional Information on bidded items

\_\_\_\_\_ Addendum (if any) has been included.

\_\_\_\_\_ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title

\_\_\_\_\_ Mailing envelope has been addressed to:

Chad Green  
Gulf Shores City School System  
300 East 16<sup>th</sup> Ave  
Gulf Shores, AL 36542