

**BID # 21-10**  
**CNP Produce**

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. ONCE AWARDED THIS IS YOUR CONTRACT DOCUMENT.

**I. GENERAL INFORMATION**

- (A) All bidders must use our form for submitting their bid.
- (B) All bids must be sealed and marked in the lower left hand corner "**CNP Produce**" with bid number, opening time and date. Late bids will not be opened.
- (C) Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- (D) Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- (E) Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- (F) Non-Discrimination: The board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
- (G) If applicable; all debris must be removed after installation and/or performance of service of equipment and/or service.
- (H) Bid Protest Procedures
1. Any protests from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Shelby County Board of Education at 410 East College Street Columbiana, AL 35051. The protest shall be filed no later than ten (10) days from the award notice and shall include.
    - The name, address, and telephone number of the protestor;
    - The signature of the protestor or an authorized representative of the protestor;
    - Identification of the purchasing agency and the solicitation or contract number;
    - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
    - The form of relief requested
  2. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation)
  3. The Shelby County Board of Education shall make available upon request information regarding protests to the State Board of Education.
- (I) Assurance of Ethical Practices
- The procurement process is intended to offer free and open competition to those who have the capacity to respond to a solicitation. Under no circumstances may an employee of the company bidding purposely make a false or misleading statement, representation, or certification. See Title 7 of the Code of Federal Regulations Part 3016.36 for further information.
- (J) The Board only will consider bids from bidders, and award the Contract to a bidder, that meets the following requirements:
- 1 The successful bidder must provide evidence that it has at least five (5) years' experience supplying produce and furnishing services like those contemplated in the contract.
  2. The successful bidder must provide information concerning all contracts and service arrangements with customers other than the Shelby County Board of Education that it had over the last two (2) years to supply produce and perform Services like those requested in this Bid.
  3. The bidder must possess all applicable licenses and certifications to perform the contract.

## **II. DISQUALIFICATION OF BIDS**

Bids may be disqualified before the awarding of the contract for any of the following:

- (A) Failure to mark envelope as required.
- (B) Failure to complete, sign, notarize and include the “Bid Summary Page”.
- (C) Failure to complete, sign and include the “Certificate of Compliance with Specifications” and the “Deviation” form.
- (D) Failure to complete, sign and include the “Certificate Regarding Lobbying” form.
- (E) Failure to complete, sign, notarize and include the “Non-Collusion Affidavit” form.
- (F) Failure to complete, sign and include the “Debarment and Suspension Certificate”.
- (G) Failure to complete, sign and include the “Alabama Immigration Law” form.
- (H) Excessive errors and failure to include any requested information or other details of the bid.

## **III. TERMINATION OF CONTRACT**

This contract may be terminated by the Shelby County School System with a thirty (30) day written notice to the other party regardless of reason. If both parties mutually agree to end the contract early, the bidder will not be penalized. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the Shelby County School System shall have right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the bidder of any liability to the Shelby County School System for damages sustained by virtue of a breach by the bidder. If the contract is terminated; the bidder will be removed from the approved vendor list for up to one (1) year.

## **IV. METHOD OF AWARD**

- (A) The Board will award the contemplated contract to a responsive and responsible bidder that submits the bid that the Board determines is most advantageous to it. In making this award, the Board will not select the successful bidder based solely on price, but will consider all applicable factors (including price) that are pertinent to the contract. Those non-price factors include quality of produce, quality of service, and positive references. The attached scoring sheet will be utilized. Reference checks will be utilized to verify the quality of produce and service that has historically been provided to the bidder’s customers.
- (B) The Board reserves the right to reject a bid from any bidder(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this bid.
- (C) In determining the bidder to whom to make the award, the Board also reserves the rights to:
  - (a) reject the proposal of any bidder which, based on the Board’s investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
  - (b) reject the proposal of any bidder who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the contract requirements;
  - (c) disqualify a response because it is not complete or the bidder failed to provide information requested in the bidder Information

## **V. CONTRACT PERIOD/PRICING**

- (A) The period of this contract is for six months (6) beginning on August 1, 2021 and ending on February 28, 2022 with an option to renew for an additional six months.

- (B) The extension must have the mutual consent of the vendor and the Shelby County Board of Education. All terms and prices must remain the same.
- (C) Prices should be good for the length of this contract.
- (D) If applicable, prices should include installation when requested and delivery to all Shelby County School sites. All shipping charges will be paid by the vendor.

(E) **Fixed price with Escalator/ De-escalator Clause (Market-based Pricing)**

Prices must remain firm for the initial contract year and include transportation (including fuel surcharge, if applicable) and delivery. Because of market conditions, the successful bidder will be able to adjust the price upward or downward in verifiable market conditions. Successful Bidder shall indicate a price adjustment to take effect on the following week of said notice. The Shelby County Child Nutrition Program requires appropriate documentation to support the price adjustment. Documentation must be presented at the time of the request to the Child Nutrition Program. (Verifiable resources for documentation include supplier/distributor invoices, Food Institute Report, AMS Market Report and/or other reputable third party market sources.)

At no time shall the requested price adjustment reflect an increase in the overall mark-up amount of the original pricing submitted by the vendor. All revised prices must be held firm for two months.

(F) Discounts/Credits/Rebates

1. The Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the vendors to report this information on a less frequent basis than monthly, but no less frequently than annually;
2. The Vendor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
3. The Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Shelby County Board of Education.

(G). Allowable Costs

1. Allowable costs will be paid from the nonprofit school food service account to the vendors net of all discounts, rebates and other applicable credits accruing to or received by the vendors or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The vendors must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The vendors must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The Vendor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars; Discounts/Credits/Rebates

(H) Prohibited expenditures

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the vendors receiving payments in excess of the vendor's actual, net allowable costs.

(I) Board Audit Right/Bidder's Retention of Records. Upon reasonable advance notice from the Board during the term or within one year after expiration (or earlier termination) of the contract, bidder, at its expense, agrees to produce for inspection the following; records, logs, delivery reports, information and documents (whether created or maintained

in electronic, written or other form) that it creates, maintains, generates or utilizes with respect to the supply and delivery of produce; creation, support or submission of invoices or calculation of amounts thereon claimed by bidder; and performance of its obligations to the Board pursuant to the contract (collectively, the "Bidder Records"). Bidder agrees to that Board may examine bidder records to evaluate whether the bidder has properly completed, accounted, billed for services and performed the transactions contemplated hereunder. To facilitate any such inspection or audit, the bidder agrees to maintain the bidder records for a period of no less than three (3) years following the expiration (or earlier termination) of the term of this contract.

## VI. INVOICING/PAYMENT

### (A) INVOICING

1. All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship-to Department name and address.

**In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:**

Shelby County Board of Ed  
Child Nutrition Department  
P.O. Box 1910  
410 East College Street  
Columbiana, AL 35051

2. If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the Board of Education to process payment. Purchase orders will be issued as deliveries are required.
3. At the time of delivery to the schools, two (2) copies of the vendor's invoice shall be left with the School Nutrition Designee.
4. All copies of the invoice are to be signed at the time of delivery to the schools by the School Nutrition Designee.
5. A credit or replacement will be issued for damaged or unacceptable items as determined by the School Nutrition designee. Replacement of damaged or unacceptable items will be made no later than the next delivery date. In the event of errors, a credit/debit shall be issued against the invoice as it was presented to the School Nutrition Designee. The credit or debit shall be sent to the address listed above.

### (B) PAYMENT

Payment will be made by check or by credit card.

## VII. QUANTITIES/ORDERS/DELIVERIES

- (A) The original order will be placed at the time the contract is awarded.
- (B) Number of days required for delivery must be stated and will become a part of the terms of this bid contract. If applicable, all equipment and installation awarded in this bid must be completed by six (6) weeks after the issuance of the purchase order.
- (C) Quantities cannot be determined at the time the bid is awarded. Although some items list a specific location, this does not limit the possibility of ordering those same items for other sites.
- (D) Brand Name Reference: the acceptable specified brand(s) are indicated in this bid document. The board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the specified item. Bidders offering substitutions must provide written specifications noting any and all changes to the original specifications, and submit for approval at least 7 days prior to the bid opening. Bidders will be notified of approved equivalent substitutions.
- (E) The bidder shall deliver inside each school kitchen receiving point. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway (**produce may not be left on the floor**) as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.

- (F) Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Shelby County Schools System.
- (G) In the event of an emergency, if the vendor cannot deliver in a timely manner; the Board of Education has the option to purchase those goods from another source with no penalty to either party.
- (H) All produce shall be subject to inspection by the Board CNP representative at the local school to which it is delivered. In any instance where the Produce fails to meet required standards for quality of product, the Board's CNP Representative, in addition of any other remedy available to the Board in the Contract, shall have the right to refuse to accept the produce and request that, at Contractor's expense, it furnish produce complying with the standards herein be forthwith supplied.
- (I) Additionally, if the Board's CNP Representative determines at the time of inspection that there is a shortage in the quantity of the type(s) that was scheduled to be delivered, the CNP Representative may, in addition to any other remedy afforded the Board under the contract, request that bidder, at its expense, deliver the "shorted" produce items on the following day that school is in session at the delivery location.
- (J) The Board shall not waive any of its rights hereunder concerning the quality or quantity of produce by any of the following: the Board's failure to inspect produce at the time of delivery; the Board preliminarily accepting substandard produce or a "shorted" quantity following an inspection; or the Board paying any invoice that is submitted by bidder that includes requests for payment of substandard produce or shorted quantities.
- (K) Grades of produce (if applicable) are based on standards established by the U.S. Department of Agriculture productions and Marketing Administration. Fruits and vegetables supplied must be of the grade specified for the item. Grade indications should be the condition of the item upon delivery.
- (L) Grade and Quality of produce (if applicable) shall be U.S. #1, Fancy and Extra Fancy *unless otherwise stated*. All items shall be packed to the Standard for the USDA Grade or Size as specified in the bid. All items must be labeled by brand name, product code and/or any other identification, which clearly identifies the product when delivered. Site managers have the right to refuse to accept products that do not meet quality standards. The invoice/delivery ticket will be corrected at the time of delivery. Product not accepted will be replaced the following business day. If product has been rejected, the quality conditions, which caused the rejection, must be corrected. Chronic quality conditions will not be tolerated.
- (M) Packaging of fruits and vegetables (if applicable) shall be packed in clean containers suitable to the best preservation of quality of the item within. Where count is indicated, this figure refers to the machine count and may vary by plus or minus 2%. Weights

**VIII. BOND REQUIREMENTS**

Vendor must comply with the Alabama Competitive Bid Law. **The Shelby County Board of Education will not require a bid bond on this contract.**

**IX. WARRANTIES/SERVICES**

- A. All warranties must be clearly stated.
- B. Availability of service must be clearly stated along with service contract pricing.
- C. The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**X. CONDITIONS**

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States including but not limited to the following when applicable:

1. DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148).  
Vendors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must comply with the Davis-Bacon. Vendors and sub-vendors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates.
2. CONTRACT WORK HOURS AND SAFETY STANDARDS (40 U.S.C. 3701-3708)  
Vendors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with vendor's performance of work under this contract, vendors agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
3. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT 37 CFR Part 401.  
If the Federal award meets the definition of "funding agreement" under 37 CFR part 401.2 and the recipient or sub-recipient wished to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental development, or research work under that funding agreement," the recipient of sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
4. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)  
Compliance with all applicable standards, orders or requirements under section 306 of the Clean Air Act (42 U.S.C.1857 (h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the Shelby County Board of Education of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
5. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)  
The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)  
Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
7. SOLID WASTE DISPOSAL ACT Section 6002 , as amended by the Resource Conservation and Recovery Act  
Vendors must comply with the Solid Waste Disposal Act (Section 6002) which requires the items that will be used contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.”

9. RECORD RETENTION AND ACCESS CLAUSE

The vendor agrees to maintain and retain all other documents relative to this agreement for three (3) years after final payment. The Shelby County Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

10. BUY AMERICAN STATEMENT

It is the intent of the Shelby County Board of Education to strictly adhere to the USDA’s “Buy American” Provision. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Federal regulations require that all foods purchased for the Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of satisfactory quality, such as bananas and pineapple;
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

**All products that are normally purchased by the Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin (such as bananas and pineapple).**

Exceptions to Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the CNP Coordinator, a minimum of 3 days in advance of delivery. The request must include the:

- (1) Reason for exception: limited/lack of availability or price (include price):
  - (a) Price of the domestic food product; and
  - (b) Price of the non-domestic product that meets the required specifications of the domestic product.

Vendors should provide market news reports from AMS to document requested exceptions.

11. GEOGRAPHIC PREFERENCE

- a. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;  
\* Local is defined as grown within the State of Alabama
- b. For the purpose of applying the optional geographic procurement preference in paragraph (g) (1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other Produce preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

12. **FARM TO SCHOOL**  
The Shelby County Board of Education reserves the right to competitively purchase from different vendors throughout the year. It is the intent of the solicitation to award all the line item products to one prime vendor. However, in support of our farm to school efforts, the Shelby County Board of Education reserves the right to purchase (competitively solicit) comparable products off bid and directly from local farmers and producers as they are available. The Shelby County Board of Education occasionally purchases large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the Shelby County Board of Education.
13. **HUB STATEMENT (7CFR3016.36 (e))**  
It is the intent of the Shelby County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.
14. **ENERGY POLICY AND CONSERVATION ACT STATEMENT (Public Law 94-163, 89 Stat.871).**  
The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
15. **THE JESSICA LUNSFORD ACT**  
The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check and meet level 2 screening requirements pursuant to Florida State Statute 1012.32. Effective July 2007, the law was amended providing for a few exceptions to these requirements. Additional changes were implemented, July 1, 2013, allowing for a statewide badge to be accepted by all counties. The legislation also now mandates that all Vendor/ Employees provide a copy of their I-9 as a part of their eligibility for clearance.
16. **CIVIL RIGHTS STATEMENT**  
(Vendors providing service under this quotation, herewith, assures the Shelby County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the:

[USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.



## XI. SPECIFICATIONS

- A. If applicable, bid prices will include all equipment, labor, material, and services necessary for and reasonably incidental to furnishing, removing old existing equipment and installing all new equipment herein specified unless otherwise noted.
- B. If applicable, bid prices will include delivery of all equipment to its location on site with all transportation charges prepaid.
- C. If applicable, bid prices will include demonstration of use by a factory representative.
- D. If bidding any alternates to specifications, vendor must provide written specifications noting any and all changes to the original specifications, and submit for approval 7 days prior to the bid opening.
- E. If applicable, it is the responsibility of the vendor to verify all installation requirements, such as: field requirements and electrical/gas requirements.
- F. If applicable, the Shelby County Maintenance Department will dispose of all old existing equipment once it is delivered to the Shelby County Board of Education Maintenance Department.
- G. Successful bidder must have performed projects of similar nature.
- A delivery schedule for each of Shelby County Schools will be developed and agreed between the bidder and CNP Manager (or other appropriate Board CNP representative) for the respective schools. Deliveries will be made at each school on weekends. A Board approved school calendar will be submitted to the successful bidder to assist in this scheduling process. The agreed schedule must satisfy all the requirements of the programs for each Shelby County School.
  - Keys to the schools or cafeteria areas will be provided to the bidder to assist with deliveries.
  - Bidder may be excused from its responsibility to deliver requested products per the agreed schedule if it is unable to perform because of unforeseeable events or matters that are beyond its reasonable control and that do not result from its negligence (e.g., strikes, shortages of material, governmental preemption in connection with a national emergency and Acts of God); provided that the period for excused performance only extends during the period of any such unforeseeable event or matter
  - When delivered, produce must be placed on shelves, tables or carts. Produce may not be left on the floor.
  - The Shelby County Board of Education has attempted to list all of the “Fresh Produce” that will be required during the term of the contract, however the Board reserves the right to award additional item(s) to successful bidder as a result of this ITB as the need arises. Any specialty items will be approved by the Child Nutrition Program Coordinator. They will be sold at the same cost margin as the fixed price items
  - All items to be US #1 or better. Apples are to be US FANCY or EXTRA FANCY. Schools will select grade of apples when ordering. While price is obviously an important factor in the purchase of produce, yet of equal, if not greater importance, are the concerns for both quality and service. The top Federal food specifications for each item will apply as a minimal requirement (unless otherwise stated)
  - Sizes and weights specified are very important as they relate to yield, food costs and receipt. Efforts to accommodate the specified sizes and weights will be considered when awarding the bid.
  - Inferior products (delivery of products that cannot be served to students), poor delivery, un-authorized substitutions of products will be cause for immediate cancellation of contract. A thirty day written notice will be sent to the vendor making them aware of this cancellation.
  - Substitutions, price changes and or additions from Successful Vendor must be approved by the Child Nutrition Program Department before delivery and invoicing of item.
  - Vendor awarded this contract shall provide for pricing adjustments or replacements due to spoilage.
  - Vendor must bid on all items

## XII. ALABAMA IMMIGRATION LAW

- A. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act includes several sections that affect the financial operations of Alabama School boards.
- B. Effective April 1, 2012, every business entity or employer doing business in Alabama is required to enroll in E-Verify\* and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. {See Section 31-13-15(b)}

*\*If you are an out-of-state employer with NO EMPLOYEES located in the State, then registration in E-Verify is not required, but a statement to such is required.*

- C. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012 through the competitive bidding process. {See Section 31-13-9(a) & (b) and Section 31-13-25(b)}.
- D. Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract\* by a school board to a business entity or employer with one or more employees working in Alabama; the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The vendors' E-Verify Memorandum of understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://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.

*\*Act 2012-491 defines the term contract as, "...a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid..."*

- E. If you have not previously supplied evidence of compliance with the Alabama Immigration Law to Shelby County Schools you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

**ITEM 1**

Item #	Description	UNIT		COST PER UNIT PRICE	ESTIMATED QUANTITIES	UNIT PRICE (x) ESTIMATED QUANTITY
PR0001	Apples, gala FANCY	113-138 ct	case		500	
PR0002	Apples, gala EXTRA FANCY	113-138 ct	case		500	
PR0003	Apples, Gold FANCY	113-138 ct	case		400	
PR0004	Apples, Gold EXTRA FANCY	113-138 ct	case		400	
PR0005	Apples, granny FANCY	88 CT	case		50	
PR0006	Apples, granny FANCY	113-138 ct	case		475	
PR0007	Apples, red Washington State FANCY	113-138 ct	Case		1075	
PR0008	Apples, red Washington State EXTRA FANCY	113-138 ct	case		1075	
PR0009	Arugula, baby	4 lb	Case		5	
PR0010	Asparagus	11#	case		10	
PR0011	Avocados	12 ct	Case		15	
PR0012	Bananas, green premium	40 lbs	case		500	
PR0013	Bananas, green turbo	40 lbs	Case		400	
PR0014	Bananas, medium turbo	40 lbs	Case		850	
PR0015	Bananas, ripe turbo	40 lbs	Case		500	
PR0016	Basil	pound	pound		10	
PR0017	Blueberries	12/.5 pints	case		40	
PR0018	Broccoli, crowns	20#	case		10	
PR0019	Broccoli, florets	6/3 lb	Case		140	
PR0020	Broccoli	14 ct	Case		50	
PR0021	Brussel sprouts	10 ct	case		10	
PR0022	Cabbage, green	50 lbs	Case		40	
PR0023	Cabbage, heads	each	each		*1	
PR0024	Cabbage, red, shredded	4/5#	Case		15	

PR0025	Cantaloupe	9-12 ct	case		65	
PR0026	Carrot, sticks	4/5#	case		50	
PR0027	Carrots	48/1#	Case		4	
PR0028	Carrots, baby	4/5#	case		200	
PR0029	Carrots, baby	30/1#	case		80	
PR0030	Carrots, baby, pre-pak	100-1/2 cup	case		50	
PR0031	Carrots, shredded	4/5#	Case		50	
PR0032	Cauliflower	12 ct	case		30	
PR0033	Cauliflower, florets	4/3#	Case		30	
PR0034	Celery	3 each	Case		10	
PR0035	Celery, Diced	4/5 lb	Case		20	
PR0036	Celery, sticks	4/5#	Case		150	
PR0037	Cilantro	60 ct	Case		3	
PR0038	Clementine	3#	Case		1150	
PR0039	Collards, cleaned	2x2 cut	Case		5	
PR0040	Cucumbers	1 1/19 <sup>th</sup>	Bushel		95	
PR0041	Eggs	30 dz	case		15	
PR0042	Eggs	15 dz	case		170	
PR0043	Garlic, peeled	4/5#	Case		5	
PR0044	Garlic, Fresh	30 lb	Case		1	
PR0045	Grapefruit, red	48 ct	case		70	
PR0046	Grapes, red seedless	9/2 lb	case		315	
PR0047	Grapes, white seedless	9/2 lb	case		110	
PR0048	Greens, collard	6/2#	bags		*1	
PR0049	Honeydew	8 ct	case		25	
PR0050	Kale	24 ct	case		15	
PR0051	Kiwi	36 ct	case		280	

PR0052	Lemons, 115 choice	dozen	dozen		20	
PR0053	Lemons, 200 choice	dozen	dozen		15	
PR0054	Lettuce, leaf	24 ct	case		65	
PR0055	Lettuce, leaf crowns	10 lbs	Case		55	
PR0056	Lettuce, romaine chopped	6/2#	case		400	
PR0057	Lettuce, romaine regular	24 ct	case		275	
PR0058	Lettuce, romaine shredded	6/2#	case		360	
PR0059	Lettuce, spring mix	3#	bag		500	
PR0060	Limes	40 lb	case		10	
PR0061	Mint	lb	lb		10	
PR0062	Mineolas	100 ct	case		25	
PR0063	Mushrooms, medium	10#	Case		5	
PR0064	Mushrooms, medium	12/8 oz	Case		10	
PR0065	Nectarines	40-60 ct	case		100	
PR0066	Onions, green	4/2 lb bags	Case		15	
PR0067	Onions, red jumbo	25#	Case		70	
PR0068	Onions, white	25#	case		*1	
PR0069	Onions, yellow medium	50#	case		5	
PR0070	Onions, yellow, jumbo	50#	case		30	
PR0071	Onions, yellow, jumbo	25#	case		*1	
PR0072	Onions, yellow diced	4/5 lb	Case		25	
PR0073	Oranges	113/138 ct	case		375	
PR0074	Oranges	72/88 ct	case		125	
PR0075	Parsley, Italian	60 ct	Case		2	
PR0076	Peaches	25#	case		100	
PR0077	Pears	100-120 ct	case		275	
PR0078	Peas, sugar snaps	10 lbs	case		2	

PR0079	Peppers, green	3 lbs	Case		60	
PR0080	Peppers, red	3 lbs	Case		50	
PR0081	Peppers, yellow	3 lbs	Case		20	
PR0082	Pineapple	case	case		45	
PR0083	Plums	50 ct	case		290	
PR0084	Pluots	60 ct	case		50	
PR0085	Potatoes	90 ct	case		10	
PR0086	Potatoes	80 ct	case		10	
PR0087	Potatoes	70 ct	case		20	
PR0088	Potatoes	100 ct	case		5	
PR0089	Potatoes, A-red	50#	case		10	
PR0090	Potatoes, B-red	50#	case		10	
PR0091	Potatoes, cobbler russet	50#	case		*1	
PR0092	Potatoes, Idaho	100 ct	case		130	
PR0093	Potatoes, Idaho	70 ct	Case		60	
PR0094	Potatoes, Idaho	80 ct	Case		70	
PR0095	Potatoes, Idaho	90 ct	Case		25	
PR0096	Potatoes, Sweet	50#	case		110	
PR0097	Radishes	14/1#	Case		5	
PR0098	Rosemary	pound	pound		10	
PR0099	Salad Mix with romaine	4/5 #	Case		250	
PR0100	Slaw, chopped, fine	4/5#	case		45	
PR0101	Slaw, chopped, side color	4/5#	Case		60	
PR0102	Slaw, shredded, side color	4/5#	Case		60	
PR0103	Spinach, cut & washed	4/2.5 #	Case		50	
PR0104	Spinach, baby, bulk	4#	Case		30	
PR0105	Squash, medium	25#	case		85	

PR0106	Strawberries	8/1 qt	Case		240	
PR0107	Tangelos, California	100 ct	case		30	
PR0108	Tangerines	150 ct	case		60	
PR0109	CThyme	pound	pound		2	
PR0115	Tomatoes, 5x6	25#	case		65	
PR0116	Tomatoes, 5x6 flat	20 lbs	Case		80	
PR0117	Tomatoes, cherry	12 pint	Flat		55	
PR0118	Tomatoes, food service	25#	case		130	
PR0119	Tomatoes, grape	12 ct	Flat		190	
PR0120	Tomatoes, roma	25#	case		75	
PR0121	Watermelons, seedless	each	each		325	
PR0122	Zucchini	18#	case		45	
<b>Total Extended Cost of all Items</b>					<b>\$</b>	

Quantities with an \* were not purchased on the last bid, but a price still needs to be listed.

<b>*Cost margin percentage of specialty items not listed above</b>	<b>%</b>	
--	----------	--

**SHELBY COUNTY BOARD OF EDUCATION**

**Bid Summary Page**

**BID # 21-10**

**CNP Produce**

THE UNDERSIGNED OFFERS THESE PRICES, TERMS, AND DELIVERY AS PER BID SPECIFICATIONS. BY SIGNING THIS FORM, HE/SHE SWEARS/AFFIRMS THAT HE/SHE HAS NOT BEEN A PARTY TO AGREEMENTS OR COLLUSION THAT WOULD RESTRAIN COMPETITION.

**Item 1 Produce** \$ \_\_\_\_\_

**TOTAL BID** \$ \_\_\_\_\_

**Days For Delivery:** \_\_\_\_\_ **BID BOND NOT REQUIRED ON THIS BID. SEE SECTION VI**

<b>Company Submitting Bid:</b>	
<b>Complete Mailing Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Website:</b>	<b>Email:</b>
<b>Tax ID Number:</b>	

**Certificate of Independent Price Determination**

In all respects, I certify this bid is made without prior understanding, agreement, or connection with any other company or person and I have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign the ITB for the company submitting it.

<b>Officer's Authorized Signature</b>	<b>Print Officer's Name and Title</b>

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ Notary Public Signature: \_\_\_\_\_

**THIS BID MUST BE NOTARIZED.**

**THIS IS YOUR CONTRACT WITH THE SHELBY COUNTY BOARD OF EDUCATION.**  
**The Superintendent hereby executes this bid.**

Superintendent of Education	Date



## School List

SCHOOLS		NUMBERS		CAFETERIA MANAGERS
Calera High	100 Eagle Drive Calera, AL 35040	Office: 682-6100 Cafeteria: 682-6106	Manager-Megan Spain Asst Manager-Katherine Davis	
Calera Elementary	855 10th Street Calera, AL 35040	Office: 682-6120 Cafeteria: 682-6126	Manager-Katie Dixon Asst Manager-Pam Fondron	
Calera Intermediate	8454 Highway 31 Calera, AL 35040	Office: 682-6500 Cafeteria: 682-6506	Manager-LaRue Adams Asst Manager-Regina Barrett	
Calera Middle	9178 Highway 22 Montevallo, AL 35115	Office: 682-6140 Cafeteria: 682-6146	Manager- Adreanne Conwell Asst Manager-Kayla Kenney	
Chelsea High	10510 Highway 11 Chelsea, AL 35043	Office: 682-7200 Cafeteria: 682-7206	Manager-Sherrie Jordan Asst Manager-Debra Cofield	
Chelsea Middle	2315 Highway 39 Chelsea, AL 35043	Office: 682-7210 Cafeteria: 682-7268	Manager-Lori Bright Asst Manager-Denise Alexander	
Chelsea Park Elem	9000 Chelsea Park Drive Chelsea, AL 35043	Office: 682-6700 Cafeteria: 682-6706	Manager-Alisha Cooper Asst Manager-Sharon Rogers	
Columbiana Middle	222 Joinertown Road Columbiana, AL 35051	Office: 682-6610 Cafeteria: 682-6616	Manager-Samantha Bailey Asst Manager-Kelly Johnstone	
Elvin Hill Elementary	201 Washington Street Columbiana, AL 35051	Office: 682-6620 Cafeteria: 682-6626	Manager-Stephanie Miller Asst Manager-Brandi Korby	
Forest Oaks Elementary	1000 Hornet Parkway Chelsea, AL 35043	Office: 682-7226 Cafeteria: 682-xxxx	Manager-Stephanie Wade Asst. Manager-Candase Alexander	
Helena Elementary	187 Third Street Helena, AL 35080	Office: 682-5540 Cafeteria: 682-5546	Manager-Jennifer Lamerouex Asst Manager-Valorie Garner	
Helena Intermediate	3500 Hwy 52 Helena, AL 35080	Office: 682-5520 Cafeteria: 682-5526	Manager-Crystal Kulow Asst Manager-Carol Hardaway	
Helena High	1310 Hillsboro Parkway Helena, AL 35080	Office: 682-3650 Cafeteria: 682-3656	Manager-Amy Newman Asst Manager-Melissa Torbert	
Helena Middle	1299 Hillsboro Parkway Helena, AL 35080	Office: 682-5300 Cafeteria: 682-5306	Manager-Leslie Dawson Asst Manager-Erica Hudson	
Inverness Elementary	5251 Valleydale Road Birmingham, AL 35242	Office: 682-5240 Cafeteria: 682-5246	Manager-Brenda Reynolds Asst Manager-Priscillia Webber	
Mt Laurel Elementary	1321 Dunnington Valley Rd Birmingham, AL 35242	Office: 682-7230 Cafeteria: 682-7236	Manager-Darlene Malinoski Asst Manager-Tanya Stephens	
Montevallo High	980 Oak Street Montevallo, AL 35115	Office: 682-6400 Cafeteria: 682-6406	Manager-Wendy Davis Asst Manager-Shasta Sanders	
Montevallo Elementary	171 Jeter Circle Montevallo, AL 35115	Office: 682-6420 Cafeteria: 682-6426	Manager-Cynthia Russell Asst Manager-Rhonda Miller	
Montevallo Middle	235 Sanford Street Montevallo, AL 35115	Office: 682-6410 Cafeteria: 682-6416	Manager-Tabitha Vinson Asst Manager-Candis Threatt	
Oak Mountain High	5476 Caldwell Mill Rd Birmingham, AL 35242	Office: 682-5200 Cafeteria: 682-5206	Manager-Victoria Andrich Asst Manager-Leisha Bonilla	

Oak Mountain Elementary	5640 Cahaba Valley Rd Birmingham, AL 35242	Office: 682-5230 Cafeteria: 682-5236	Manager-Nancy Irwin Asst Manager-Carolyn Musso
Oak Mountain Intermediate	5486 Caldwell Mill Rd Birmingham, AL 35242	Office: 682-5220 Cafeteria: 682-5226	Manager-Ashley Cutchin Asst Manager-Elizabeth Cantrell
Oak Mountain Middle	5650 Cahaba Valley Rd Birmingham, AL 35242	Office: 682-5210 Cafeteria: 682-5216	Manager-Sarah Sumler Asst Manager-David Dunston
Shelby County High	101 Washington Street Columbiana, AL 35051	Office: 682-6600 Cafeteria: 682-6606	Manager-Racheal Teal Asst Manager-Sheila Mitchell
Shelby Elementary	19099 Highway 145 Shelby, AL 35143	Office: 682-6630 Cafeteria: 682-6636	Manager-Carla Hilliard Asst Manager-Cindy Lowery
Vincent High	42505 Highway 25 Vincent, AL 35178	Office: 682-7300 Cafeteria: 682-7306	Manager-Dorothy Kidd Asst Manager-Amy Theobolt
Vincent Elementary	40800 Highway 25 Vincent, AL 35178	Office: 682-7320 Cafeteria: 682-7326	Manager-Connie Mead Asst Manager-Melissa Powell
Wilsonville Elementary	71 School Street Wilsonville, AL 35186	Office: 682-6640 Cafeteria: 682-6646	Manager-Angelia Taylor Asst Manager-Rhonda Adams

**EXHIBIT A - BIDDER QUALIFICATION FORM - BID #21-10**  
**SUPPLY PRODUCE TO SHELBY COUNTY SCHOOLS**

*NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.*

**1. Name of Business:** \_\_\_\_\_

Principal Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Business Contact(s)**

(a) Primary Contact (NOTE: The Primary Contact should attend any Pre-Bid Conference, if one is required in connection with this Bid.)

Name: \_\_\_\_\_  
Title or Position with Company: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Street Mailing Address of Contact: \_\_\_\_\_  
\_\_\_\_\_

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact.

Name: \_\_\_\_\_  
Title or Position with Company: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Street Mailing Address of Contact: \_\_\_\_\_  
\_\_\_\_\_

**3. Business History**

(a) How many years has your organization been in business? \_\_\_\_\_

(b) How many years has your organization operated under its present business name? \_\_\_\_\_

(c) Under what other or former names has your organization operated? \_\_\_\_\_

**4. Experience Supplying Produce.** On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience supplying produce and furnishing services like those contemplated in the Contract. Describe these experiences in detail, including not limited to, the periods in which you have furnished such goods, the nature of your services, your business addresses, the types of customers you have served and the gross annual revenue earned by your firm in the years in which you have furnished produce.

**5. Prior Contracts to Furnish Produce.** Has your firm ever contracted with other customers to perform a contract or service arrangement to provide services of the nature contemplated in this Bid?

Yes \_\_\_ No \_\_\_.

If your answer is in the affirmative, please provide the information requested below as to each customer other than the Shelby County Board of Education your firm has had a contract and service arrangement over the last two (2) years to supply produce and perform services like those requested in this Bid. As to each such customer, please provide the following information on a sheet that you attach to this Form:

(a) Name and address of the customer with whom you contracted or had similar service arrangement;

- (b) Name of a reference & contact information for each such customer;
- (c) Detail the nature of your contract or service arrangement, including, but not limited to, annual gross revenue received, number of deliveries of produce each month, number of sites serviced, and types/quantities of produce delivered; and
- (d) The date(s) of such contracts or service arrangements.

**6. Past Performance – Maximum (5 Points)**

- (a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder’s (or any officer’s, director’s, member’s or such owner’s) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an “owner” of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

Yes \_\_\_\_\_ (0 Points) No \_\_\_\_\_ (1 Point)

If yes, for each such contract, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

---



---



---

- (b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer?

Yes \_\_\_\_\_ (0 Points) No \_\_\_\_\_ (1 Point)

If yes, for each such contract, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

---



---



---

- (c) Within the last five (5) years, have any of your clients or customers terminated a bid for cause or advised that your organization should not participate in a bid?

Yes \_\_\_\_\_ (0 Points) No \_\_\_\_\_ (1 Point)

If yes, for each such client/customer, explain fully the nature, location, circumstances, your role, and, if resolved, the manner in which it was resolved:

---



---



---

- (d) Has your organization ever failed to complete any work or contract awarded to it?

Yes \_\_\_\_\_ (0 Points) No \_\_\_\_\_ (1 Point)

If yes, please provide all details related to such matter.

---



---



---

- (e) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an “owner” of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)

Yes \_\_\_\_\_ (0 Points) No \_\_\_\_\_ (1 Point)

If yes, please provide all details related to such matter.

---

---

---

### CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

<b>Name of Bidder:</b> _____	_____
(Type or Print)	Signature
_____	_____
Printed Name	Title of Authorized Representative

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

## PROCESS FOR EVALUATION OF CNP PRODUCE BID

A Shelby County Schools CNP representative will contact at least 3 references per bidder and complete the “Quality and Performance Questionnaire” form. The form will be used to provide points for quality of produce, quality of service, and positive feedback. Bidders must provide listing of ALL current customers. A Shelby County Schools representative will randomly contact references from this list.

Using a total 100 point scale, the evaluator will rate and grade the bidders on the following factors:

1. **Cost** – Maximum 30 Points. The low bidder will receive 30 points for the price factor. The other bidders would be scored in relation to the percentage that their respective bid exceeds the lowest bid, and deductions from the maximum 30 points would be made as to each of them based on that percentage. For example, if the second lowest bidder’s bid is 10% more than the lowest bid. The score of the second lowest bidder would be reduced from 30 points by 10%, and in this example, would be 27 (i.e., maximum 30 points - 3 points (10% of 30)). If the third lowest bidder’s bid was 15% more than the lowest bidder, the score for that bidder would be reduced by 4.5 points of 30, and its score on the price factor would be 25.5 (maximum 30 points – 4.5 (15% of 30)).
2. **Quality of Produce** – Maximum 30 Points. When scoring this factor, the evaluators will consider the quality of product supplied to customers selected for the “Quality of Produce and Performance Questionnaire”, including the quality of produce supplied to Shelby County Schools if any of the bidders have previously served our school system.
3. **Quality of Service**- Maximum 30 Points. When scoring this factor, the evaluators will consider the quality of service provided to customers selected for the “Quality of Produce and Performance Questionnaire”, including the quality of service supplied to Shelby County Schools if any of the bidders have previously served our school system.
- 4.
5. **Positive References** – Maximum 5 points  
This is based on the likelihood that the customer would recommend your organization to others.
6. **Past Performance** – Maximum 5 points.  
This is based on answers provided by the bidder from Exhibit A, questions 6a-6e.

The evaluator will add the scores for each factor, and generate a total grade for each bidder based on the 100 point scale. All four total grades for Quality of Produce, Quality of Service, Positive References, and Past Performance will be utilized to provide the Grand Total for each bidder. The bidder with the highest Grand Total score/point value will be determined to have submitted the most advantageous bid to the Board.

Quality and Performance Questionnaire  
(to be completed for each bidder)

Bidder: \_\_\_\_\_

Customer Utilized for Verification: \_\_\_\_\_

The below questions will be scored utilizing at least 3 references per bidder. The average score will then be utilized for scoring Quality of Produce, Quality of Service, Positive Reference, and Past Performance.

**Quality of Produce: (30 points max)**

1. Using a scale of 1-10 (where 1=poorest and 10=best), how would you rate the overall quality of produce that you are receiving? \_\_\_\_\_
2. Using a scale of 1-10 (where 1=never and 10=always), how often does the produce that is delivered have an acceptable appearance (no scarring, discoloration, bruising, decay, insect stings, mold, etc...)? \_\_\_\_\_
3. Using a scale of 1-10 (where 1=always and 10=never), how often does this company deliver produce that must be returned or discarded due to poor quality or shelf-life? \_\_\_\_\_

**Total Quality of Produce Score:** \_\_\_\_\_

**Quality of Service: (30 points max)**

1. Using a scale of 1-10 (1=nonresponsive and 10=responsive), how responsive would you rate this company when you get shorted or receive bad product? \_\_\_\_\_
2. Using a scale of 1-10 (1=never available and 10=always available), how would you rate the organizations ability to provide specialty produce items when ordered? \_\_\_\_\_
3. Using a scale of 1-10 (1=difficult and 10=easy), how would you rate the organizations ease of ordering produce? \_\_\_\_\_

**Total Quality Service Score:** \_\_\_\_\_

**Positive Reference: (5 points max)**

1. Using a scale of 1-5 (1=No and 5=Yes), would you recommend this produce company to another customer? \_\_\_\_\_

**Total Positive Reference Score:** \_\_\_\_\_

### Scoring Sheet Reference #1 \_\_\_\_\_

Criteria	Score
Quality of Produce	
Quality of Service	
Positive Reference	

### Scoring Sheet Reference #2 \_\_\_\_\_

Criteria	Score
Quality of Produce	
Quality of Service	
Positive Reference	

### Scoring Sheet Reference #3 \_\_\_\_\_

Criteria	Score
Quality of Produce	
Quality of Service	
Positive Reference	

### Total Score

Criteria	Score
Cost	
Quality of Produce (Average)	
Quality of Service (Average)	
Positive Feedback (Average)	
Past Performance (Exhibit A - Questions 6a-6e)	
Grand Total	



### CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that firm being represented is authorized to do business in the State of Alabama, and hereby that he or she has examined and fully comprehends the requirements of and specifications for the Shelby County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must have obtained prior approval and fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer those samples accompanying the bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THE ENCLOSED DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

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

COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*APPLICANT'S ORGANIZATION		
*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
PREFIX	*FIRST NAME:	MIDDLE NAME:
*LAST NAME:		PREFIX:
*TITLE:		
*SIGNATURE:		*DATE:

## Non-Collusion Affidavit

I, \_\_\_\_\_ an authorized agent/representative of \_\_\_\_\_ attest that the Invitation to Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Invitation to Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to: BY \_\_\_\_\_  
 Authorized Signature of Bidder

\_\_\_\_\_  
 Printed Name of Bidder

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary

County of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**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 Suspensions, 34 C.F.R. Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such Prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in the 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 proposal 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titles "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 Non-procurement 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.

## ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

All Vendors wishing to submit bids must be able to provide the Shelby County School System with evidence of their compliance with the Alabama Immigration Law as described in Section IX of this bid.

Please respond to the following and submit this form with your bid.

I have read and understand the expectations for materials which will demonstrate compliance with the  
\_\_\_\_\_ Alabama Immigration Law.

I understand that any award is contingent upon receipt of all materials necessary that demonstrate  
\_\_\_\_\_ compliance.

This company has no operations or employees within the state of Alabama, therefore the Alabama  
Immigration Law requirements do not apply. However, should this company be awarded this contract and  
should this company later employ individuals in the state of Alabama, this company will comply with and  
\_\_\_\_\_ submit all necessary documentation for compliance with this law.

Or

This company has already submitted all necessary documents to the Shelby County School System  
\_\_\_\_\_ Accounting Department which verify compliance with the Alabama Immigration Law.

Or

This company meets the requirements for compliance with the Alabama Immigration Law and has included  
\_\_\_\_\_ the necessary materials within this bid response.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name (Print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Failure to properly execute the above exhibit must be considered grounds for rejecting this bid.**

CNP Bid # 21-10 was mailed to the following vendors:

1. Regional Produce  
624 16<sup>th</sup> Avenue West  
Birmingham, AL 35204
2. Forestwood Farm, Inc.  
P.O. Box 310728  
4101 Coalburg Road  
Birmingham, AL 35231