

Bid No. 01-2023

Milk and Related Products 2022

Open Date: October 12, 2022 – 11:00 AM

SECTION I - GENERAL INFORMATION

1. **Term** : This bid shall begin immediately upon award by the Leeds City Schools Board of Education and will continue for one year. The contract may be renewed for two additional years.
2. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid including prior experience and workmanship of the bidder. The Leeds City Schools Board of Education reserves the right to accept the lowest proposal on all items combined from one vendor.
3. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
4. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to Leeds City Schools Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board.
5. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limit of not less than one million dollars for personal injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include Leeds City Schools Board of Education as an additional insured on a primary and on – contributory basis and the insurance carrier shall provide coverage and a defense to the Leeds City Schools Board of Education, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.
6. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. The

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vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Leeds City Schools Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.

7. **Discretion to Reject Bid:** The Leeds City Schools Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.
8. **Hold Harmless:** Contracting party agrees to indemnify, hold harmless and defend Leeds City Schools Board of Education, its elected officers and employees (hereinafter referred to in this paragraph collectively as "Board"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Board because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent act, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations, Company obligation under this Section shall not extend to any liability caused by the sole negligence of the Board, or its employees. Before beginning work, contracting party shall file with the Board a certificate from his insurer showing the amounts of insurance carried and risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employers' Liability.
9. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. The Board or its agents will be the sole party responsible for determining equal or better bids.
10. **Delivery Terms:** Purchase orders will be issued as deliveries are required. No back orders will be accepted DO NOT BACKORDER. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid

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submitted, including promised delivery; will constitute sufficient grounds for cancellation of the order at the option of the Leeds City Schools Board of Education. Statements are required per school site at the end of each month and payment will be issued on the 10th of the following month. It is the intent of the Leeds City Schools Board of Education to pay milk invoices monthly. Therefore, the successful bidder(s) must furnish a daily invoice of delivery and also one monthly statement including the following information:

- A. Date of Delivery
- B. Invoice or ticket number
- C. Quantity purchased
- D. Extended totals, etc.

11. **Taxes**: The Leeds City Schools Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
12. **Bidder's Certification**: Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet requirements of service and purpose to the satisfaction of Leeds City Schools Board of Education.
13. **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 sign bid document on any signature line.
 - C. Failure to include requested information (example, deviations).
 - D. Excessive errors.
 - E. Failure to include bid bond (if required).
 - F. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
 - G. This "Invitation" shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation.
 - H. Failure to abide by this may result in the bid being disqualified.
 - I. Failure to provide all information requested, as requested.
14. **Reduction in Pricing**: In the event the vendor receives a reduction in cost from their Supplier or manufacturer, the Leeds City Schools Board of Education shall receive the Benefit of such a reduction on any undelivered portion of the contract.
15. **Sales and Use Tax Transactions**:
Contractor Transactions
The Leeds City Schools Board of Education **will not** elect to take any tax savings formaterials, supplies, equipment and any other items necessary for the performance of a construction project that are purchased by the contractor on the owner's behalf. However, bidder should identify any amount of tax included in the total bid cost.

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Direct Purchase Transactions

The Leeds City Schools Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.

16. **Waive informality, technicality or irregularity:** The Leeds City Schools Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.
17. **Termination of contract:** The Leeds City Schools Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Leeds City Schools Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If contract is terminated the contract may be awarded to the next lowest responsible bidder.
18. **Pricing:** Vendor agrees that the Leeds City Schools Board of Education will be charged no more for item(s) bid than the State of Alabama or P.A.C.A contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the "Invitation" and must be submitted thirty days prior to contract expiration date. Notification and documentation of increase shall be submitted to the Director of Child Nutrition Program. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges allowed other than pricing specified within the bid document.
19. **Alternative Purchasing:** The Leeds City Schools Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
20. **Smoke Free Policy:** All Leeds City Schools facilities and offices are smoke-free environments. All potential and successful bidders must abide by this policy.
21. **Deviation Disclosures:** Any all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.
22. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.

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23. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on project. Complete enclosed Certificate of Eligibility.
24. **Vendor Guidelines:** All vendors doing business with the Leeds City Schools Board of Education are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Leeds City Schools when returning your proposal.
25. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is at the owners' Discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, no bid bond is required.
26. **Audit:** For the purpose of verifying pricing, the successful bidder must agree to allow the Leeds City Schools Board of Education to audit related records with 72 hour notice.
27. **Immigration Law:** 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.

SECTION II – GENERAL CONDITIONS

Insurance: The successful bidder will maintain such insurance as will protect him/her/it from and the Leeds City Schools Board of Education from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Leeds, Alabama as Added Additional Insured By Endorsement including a thirty day written cancellation notice.** Evidence of insurance will be furnished to the Purchasing agent not later than seven days after the Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Proposal Instructions: In order to facilitate the analysis of responses to this bid, Bidders are required to prepare their responses in accordance with the instructions outlined in this section. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. All costs incurred by the Bidder with regard to this BID will be wholly the responsibility of the bidder. All responses, materials, supporting materials, correspondence and documents submitted by the Bidder become the property of the Leeds City Schools Board of Education and will not be returned. The quality and grade of all products and services provided by the low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and test, permits, and licenses requirements including, but not limited to ADEM, OSHA, Fire & Safety, EPA, American Disability Act and Health Department Guidelines.

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Vendor's Costs: Costs for developing responses are entirely the responsibility of the Vendor and shall not be chargeable to the Leeds City Schools Board of Education. Responses should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's Capabilities to satisfy the requirements of the Bid. Expensive bindings, color displays, and promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Minimum Qualifications:

1. Statutory licensure requirements, if applicable.
2. Successful bidder shall have a minimum of three years providing services of similar size, nature and complexity to that specified and experience doing business under the same firm name in which bids are submitted. Joint venture contracts **will not** be considered.
3. All subcontractors must be capable of 100% bonding, if applicable.
4. Successful verifiable history of completing projects or delivering services within the specified time and budget.
5. Inexperience or non-responsible contractors are precluded from bidding and reward.
6. **Required Background Check:** Anyone that performs work for the Leeds City Schools Board of Education must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the schools. It is the bidder's responsibility to pay for these reports and to keep them for audit purposes.

SECTION III – BID SPECIFICS

Overview: The Leeds City Schools Board of Education seeks responses from qualified vendors for the purchase and delivery of milk and related products as specified. Experienced distributors are invited to submit a bid for consideration. Bidder must bid on all of the items requested.

The vendor must be able to deliver specified end products and ensure the return of quantity, quality and value of such food.

Sealed, written bids will be received by the Leeds City Schools Board of Education at the time and place specified on the Invitation to Bid. Dating of bid form or placing in mail by bid opening date will not meet requirements. Bid must be received on/or before date and time stated. The Leeds City Schools Board of Education reserves the right to reject any and all bids and to waive any and all informalities.

Requirements:

- a) Delivery as required.
- b) Errors must be handled promptly (within 7 days on incorrect delivery and within 30 days for invoicing errors/problems).

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- c) Unit price shown on purchase order and price on vendor's invoice must match in order to be processed for payment. Therefore, the vendor must notify the appropriate personnel at the Leeds City Schools Board of Education of pricing errors within one (1) business day of receipt of the purchase order.

Contract Period: This contract will be effective for one year from the date of award with an option to renew up to two additional years under same terms and conditions with written agreement between both parties.

Buy American: Vendor must be in compliance with the Buy American provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition.

Product Buy Change: The Leeds City Schools Board of Education reserves the right to change the product mix as new products become available or student preferences change. The Leeds City Schools Board of Education will not change any more than ten percent of the products during each 12-month period beginning July 1st of each year.

Quantity: The Leeds City Schools Board of Education does not guarantee orders in the amounts listed nor shall they be required to limit its orders to specific figures. This is an indefinite quantity bid based on estimated usage and average daily participation. The amounts shown are for bid evaluation only. This does not guarantee any specific usage but the following represents the current meal participation.

Pack Size: The vendor will maintain the pack size during the term of the contract, unless circumstances arise that are out of the vendor's control. Notice in writing will be given to the Leeds City Schools Board of Education prior to changes that may occur. In the event that the vendor change in pack size impacts the costs of the product, the price shall be adjusted accordingly.

Equivalent Product Approval Request Process: Bidders wishing to offer products equivalent to those identified by Brand and Manufacturer Number must receive approval from the Leeds City Schools Board of Education in order for the equivalent product to be considered. Products not identified by Brand and Manufacturer Number will be left up to the distributor as to what product they bid as long as it meets the specifications requested. Bidders will have up to five (5) business days prior to the bid opening to submit for approval. Approval will require product testing and evaluation with the school system. Bidders are responsible for providing product for the product testing and evaluation. If approval is given for a specific product, all bidders will be notified.

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Private Labels on Commercial Products: No private labels will be accepted on commercial products.

Delivery Requirements: The vendor shall make deliveries to the Leeds City Schools Board of Education's school sites (addendum 1) Monday through Friday. A delivery schedule will be agreed upon with Leeds City Schools Board of Education and the vendor before the contract date starts. The school sites are listed within this document. Please reference this information to determine delivery locations. The delivery times will be conducted between the hours of 6:00 am and 2:00 pm. Deliveries made by the vendor without a scheduled appointment may result in delivery refusal by the school site. Any cost accrued as the result of such refusal shall be born solely by the vendor and not result in any additional costs to Leeds City Schools Board of Education. The vendor must be responsible for ensuring that delivery personnel remain with their equipment and unload the delivery to the specifications of the CNP Manager at the school site. All frozen products must be delivered in a frozen state with a minimum temperature of -30 degrees F with a maximum temperature of 0 degrees F. This temperature range must be maintained during transit and delivery. A temperature above 0 degrees F is subject to further examination and may result in the rejection of the product. There shall be no signs of freezer burn and no evidence of thawing at the time of delivery. All refrigerated products will be delivered in a refrigerated state with an internal temperature not exceeding 40 degrees F. There should be no sign of freezing with refrigerated products. All HACCP regulations must be followed.

Additionally, the vendor shall:

- Ensure delivery personnel remain with their equipment and assist in unloading.
- Provide packing slips with each shipment identifying items ordered by the district item number, quantity ordered, purchase order and associated invoice numbers.
- Ensure that bottles with squared corners have a protective insert between bottles to protect bottles from damage during shipment.
- Be held responsible for any shortages in packages of delivered products by reshipping shortages at no additional cost to the district.
- Ensure deliveries are organized for easy off loading and receipting.
- Products that do not meet specifications may be rejected and replacement of the rejected products shall occur within five business days of the delivery date at no cost to the district.
- Deliver products in a clean truck.
- Maintain a 97% fill rate for products ordered.
- Ensure all packaging is wholesome, safe, and in sanitary condition.
- Allow for the district to have multiple end products delivered on the same truckload.

Delivery Delays or Shortages: If delivery delays or shortages are foreseen the vendor shall notify the Child Nutrition Department three (3) days before the delivery. In the event of default by the vendor of their obligations, the district reserves the right to obtain the required products

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elsewhere. The vendor would be responsible for the district's documented differences in price for the replacement products.

Fuel Surcharge: In the event that fuel prices increase significantly over the life of the contract, then a fuel surcharge may be negotiated.

Food Security Preventive Measures: Food security preventive measures shall be employed by the selected contractor to minimize the risk that food under their control be subject to tampering or criminal or terrorist actions.

Delivery Invoices: The delivery invoice must be left at each delivery location. A copy of the delivery invoice must be sent to the central office for payment.

Cancellation: The Leeds City Schools Board of Education reserves the right to cancel this Request for Bid at any time if cancellation is deemed to be in the district's best interest. In no event shall the district have any liability for the cancellation. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

Disputes: In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the Request for Bids, the decision of the Leeds City Schools Board of Education shall be final and binding upon all parties.

Clarification of Responses: The Leeds City Schools System reserves the right to request clarification of any item in a firm's proposal or the request additional information necessary to properly evaluate a particular bid. All requests for clarification and responses shall be in writing.

Review: After the public opening of the Bids, The Leeds City Schools Board of Education will require a maximum of ten (10) working days for review. The Bid will be awarded at the next Board Meeting after opening.

Termination of Contract: Failure on the part of the Leeds City Schools Board of Education or the vendor to meet requirements as stipulated of this contract may result in contract termination.

- A. Each party shall follow the procedure outlines below if a contract is to be terminated. All transactions shall be sent by Registered or Certified mail.
 - Step 1: Verbal communication in regards to violation.
 - Step 2: Issue warning letter and outline violations and length of time to correct the problem.
 - Step 3: Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 4: Issue letter to cancel contract.
- B. In the event that the physical facilities of the vendor are destroyed, the vendor will not be held liable by the Leeds City Schools Board of Education. The vendor may not be

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held liable for the terms of the contract should normal fulfillment of the contract be disrupted by an organized labor strike. The credibility of any such labor disruption claim should be verified by the Leeds City Schools Board of Education before allowing the termination of the contract.

Award: The following criteria will be used in evaluation and awarding this bid. 1) the general criteria for awarding bids, as included in Section I – General Information, 2) Bid will be awarded, for all items listed to the responsible bidder for all Leeds City Schools. The schools are shown on Addendum 1. The winning bidder will then be responsible for furnishing milk service and related products requested by the Leeds City Schools Board of Education. Bidder must bid on all items indicated on quote form.

Only Grade A pasteurized fluid milk and fluid milk products from a source which has attained and is maintaining a sanitation compliance rating of not less than 90, and which has been approved by the state health officer, will be acceptable. All milk will be subject to inspection after arrival at the destination. In any instance where the milk fails to meet required specifications, the schools reserve the right, at the vendor's expense, to return the product. Milk failing to meet specifications included herein will constitute cause to terminate the contract.

The Leeds City Schools Board of Education will furnish and service all holding equipment in schools. The dairy agrees to be responsible for damage to the milk boxes or refrigerators, building and grounds; that are a direct result of carelessness of the delivery man.

Bidder will place the milk containers in cases into the cooler 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 Leeds City Schools Board of Education.**

The Leeds City Schools Board of Education will remove all used milk crates from the school premises, if not picked up in a timely manner.

Cottage cheese is to be low fat white, creamed, uncured, and soft, sour-milk cheese made from curd of fermented pasteurized skim milk, with or without the addition of reduced fat buttermilk, and contain a maximum of 1% milk fat content.

A sufficient quantity of milk must be maintained locally in order to provide a replacement supply of milk to any school when the delivered product proves to be unacceptable, or if the supply of milk in the school is lost.

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The bidder must make a proposal strictly in accordance with the requirements and specifications and on proposal form provided; otherwise, the bid will not be considered.

The quality of milk and related products is subject to inspection and approval by the Jefferson County Health Department as to the bid specifications and compliance with Jefferson County Health Department standards.

The successful bidder or bidders will forward a copy of each health department inspection record relating to the plant operation and butterfat content of milk. Failure to provide this information on each inspection will be reason to cause termination of the contract

If a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to their meaning, clarification should be requested by calling the Director of Child Nutrition Program, Ms Anita Carlisle, at 205-699-5437 x 6.

The Leeds City Schools Board of Education reserves the right to reject any and/or all bids or any part thereof; to waive technicalities or informalities; and to award the contract to other than the low bidder and is not liable for Federal Excise or State Sales Tax.

Substitution Cancellation and Discontinued Items: The item, manufacturers, or brands listed in this "Invitation to Bid" have proven to be of a grade, quality, and availability which are acceptable to the Leeds City Schools Board of Education. Therefore, substitutions for the product specified will not be considered, only these products that meet or exceed the product as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specification for the equal verses the product specified on the form included. The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.

No item on the bid is to be cancelled without prior consent of the Leeds City Schools Board of Education.

In the event the model or item specified is discontinued, replaced or can otherwise no longer be acquired, bidder should submit the generally accepted replacement model or item at the same bid price. Such substitutes should be acknowledged and identified with appropriate model or item numbers. Such substitutes should be approved by the Child Nutrition Director before a replacement is made.

Product Evaluation: Bidder will deliver, upon request, a sample of each item on which he has bid for evaluation within 7 days of request. Failure to provide the requested samples within this time frame will result in rejection of the from award consideration.

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Unsatisfactory Product: After the award of the bid, on rare occasion when a substituted product submitted as an equal does not meet expectations for a significant number of schools, bidder must replace this item with one found to be satisfactory. Failure to provide a satisfactory substitute will be sufficient reason to terminate this contract.

This “Invitation to Bid” shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

Non-Specified Items: The Leeds City Schools Board of Education has attempted to identify a good variety of items that would be acceptable and useful to our schools; however, the Board through this “Invitation to Bid” reserves the right to purchase additional non-specified similar units from the successful bidder as the need arises.

Compliance: In the event the lowest bidder refuses to accept all of the requirements set forth in this bid without deviation, that bid will be considered as non-respondent. In this case, the award of this contract will be rescinded with the new award going to the next low bidder meeting specifications.

Pending Legal Actions: Bidder must disclose all past or present legal actions or party to all legal actions involved in for this product or service. Failure of accurate disclosure will result in bidder being disqualified.

Price Adjustment: This bid will be based on the raw milk base price for October 12, 2022. Due to the fluctuation of the price of raw milk, the price of milk may be adjusted 1/10 of a cent per one-half pint up or down as the milk price varies 15 cents per hundred weight of raw milk, or fraction thereof over one-half. For example, if milk should increase 27 cents per hundredweight, adjustment price would be 2/10 of a cent per one-half pint. If milk should increase 25 cents per hundredweight, adjustment price would be 1/10 of a cent per one-half pint, because the fraction increase is less than half.

The price of milk per hundredweight will be determined by the USDA Agricultural Marketing Service, Southeast Federal Order.

It is expected that this escalation formula will cover the majority of petitions for price escalations; however, the school district will consider an allowance for add-on escalation of raw milk prices by milk cooperatives or farm producers upon receipt of documentation from the awarded bidder that confirms the petition. The method and rate of calculation for any "over order" premium will be the same as the regular escalation or de-escalation clause.

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REQUEST FOR QUOTATION FORM

Description: Milk and Related Products

The given requirements for milk service for the Leeds City Schools Board of Education have been developed in accordance with the terms and conditions of the Alabama Bid Law and will be a part of the contract document as fully as if they were written verbatim into those documents and all bidders will take it into account when preparing estimates.

In compliance with your invitation to bid on milk, the undersigned proposes to furnish the Leeds City Schools Board of Education with "Milk Service and Related Products" for all Leeds City Schools in compliance with the terms and conditions listed in this bid. A list of schools is found on Addendum 1

OPTION 1:

ITEM	Estimated Quantity (Weekly)
1/2 pt. chocolate milk, fat free	4000
1/2 pt. lowfat milk, 1%	2000

**TOTAL EXTENDED PRICE FOR PAPER
CARTONS:**

PAPER CARTONS	
UNIT PRICE	EXTENSION (times weekly usage)

OPTION 2:

ITEM	Estimated Quantity (Weekly)
1/2 pt. chocolate milk, fat free	4000
1/2 pt. lowfat milk, 1%	2000

**TOTAL EXTENDED PRICE FOR PLASTIC
BOTTLES:**

PLASTIC BOTTLES	
UNIT PRICE	EXTENSION (times weekly usage)

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OPTION 3:

ITEM	Estimated Quantity (Weekly)	SHELF STABLE	
		UNIT PRICE	EXTENSION (times weekly usage)
1/2 pt. chocolate milk, fat free	3500		
1/2 pt. lowfat milk, 1%	2500		
TOTAL EXTENDED PRICE FOR PLASTIC BOTTLES:			

By signing this price quotation, the vendor attests to compliance to the requirements of the Buy American Provision. Any items that are not grown or domestically processed in the US or US territories must be pre-approved by the CNP Director. Vendor will be required to justify the item in an Exception Report to obtain pre-approval of the purchase.

Signature:

Name of Company:

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Payment/BillingProceures

The accounting and bookkeeping for all four Child Nutrition Programs in Leeds City Schools are to be handled by the Central Office. All invoices and credits involving the nutrition program and all other accounting correspondence should be sent to the Leeds City Schools Board of Education. All invoices are to be clearly marked to indicate the school and the account name: "CNP", "Supper", etc.

At the time of delivery to the schools, two copies of the vendor's invoice shall be left with the cafeteria manager. The copies left with the manager cannot be changed. The vendor shall post his records to agree with the invoice left with the school manager.

In the event of errors, a credit or debit is to be issued against the invoice as it was presented to the cafeteria manager. The credit or debit shall show the original invoice number, date and error being corrected on the face of said credit or debit. The credit or debit shall be sent directly to the Child Nutrition Program Director at Leeds City Schools Board of Education.

Statements shall be figured on the last working day of the month and sent to the Leeds City Schools Board of Education office immediately.

Payment of CNP invoices will be made by the Child Nutrition Program Director at Leeds City Schools Board of Education office.

Any discounts for prompt payment should be indicated on the "Request for Quotation Form".

At the end of April the vendor(s) will provide the Leeds City Schools Board of Education with a composite report of purchases, by school and by item. This composite is due to the board June 1st of the following year.

By submitting a bid, the vendor/contractor is agreeing to accept payment/billing procedures.

Delivery date from issuance of purchase order: _____

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

Meeting the exact specifications ()YES ()NO or
As an equal/or better to the stated specifications ()YES ()NO

Authorized Signature (Printed Name)

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IDENTIFICATION

If Jefferson County Business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____

Vendor's Federal I.D. Number: _____

Address: _____

I certify that _____ (Company name) has___, or has not___been in operation for at least one year at location (s) zoned for the type of business conducted by my company at the address stated above.

(Print Name) (Authorized Signature) _____

Bidder must furnish a sales/service representative to handle all details of order or subsequent service. Bidder is to provide name, address and phone number of representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative: _____

Address:_____ Phone:_____

Email_____

How is this proposal submitted? (Indicate only one)

- | | |
|---|----------------|
| A. Meeting the exact specifications | () Yes () No |
| B. As an equal/or better to stated specifications | () Yes () No |

Authorized Signature

Title

Date

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**Vendor Guidelines
for Working in
Leeds City Schools**

- NO weapons on school grounds
- NO illegal substances on school grounds
- NO smoking on school grounds
- Visible identification required at all times
- Sign in/Check in upon arrival, Sign out/Check out on departure
- NO contact or communication with students
- Appropriate language used at all times
- NO cell phones/pagers occupied in cafeteria
- Contract information and bid specifications supplied to Principal if requested.
- Work schedule furnished to Principal and/or Director
- Advance notice given of afterhours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order
- Work/Delivery debris removed DAILY as necessary by vendor
- School equipment replaced in original location
- Must wear appropriate apparel.

Authorized Signature

Title

Date

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CERTIFICATE OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, 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.

Organization Name	Street Address	City, State, Zip
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Printed Name of Authorized Representative

Authorized Signature	Title	Date
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CERTIFICATE OF NON-COLLUSION

The Bidder Certifies The Following To Be True:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.
- There has been nor will be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.
- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and /or the signer of violations occurs.

Organization Submitting Bid

Date

Authorized Signature

Title

Date

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CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specification for the Leeds City Schools Board of Education.

We purpose 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.

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.

Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

E-Mail Address: _____

Authorized Signature

Title

Date

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DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must 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 that samples accompanying bid meet all specifications.

If deviations are found on said samples, and not listed, the bidder may be disqualified!

Authorized Signature

Title

Date

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Alabama Immigration Law Compliance Contract

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

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

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

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Addendum 1 School Sites

Leeds Primary School 991 Park Drive Leeds, AL 35094 205-702-2300 x 2006	Leeds Elementary School 950 Ashville Road Leeds, AL 35094 205-699-4500 x3006
Leeds Middle School 1771 Whitmire Street Leeds, AL 35094 205-699-4505 x 4006	Leeds High School 1500 Greenwave Drive Leeds, AL 35094 205-699-4510 x5006

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U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' 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 lower tier participant certifies, by submission of this proposal, 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.
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.

_____	Leeds City Schools Board of Education
Organization Name	PR/Award Number or Project Name

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

_____	_____
Signature(s)	Date

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E-Verify

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 an affidavit and 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. An Affidavit of Alabama Immigration Law Compliance and the signature page from the contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification (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.

Please return E-Verify documentation with your proposal

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

(These provisions must be met in bid document, if applicable)

Title 2: Grants and Agreements

PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F-Audit Requirements Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4 (b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or a subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous

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or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture

PART 210-NATIONAL SCHOOL LUNCH PROGRAM

Subpart E-State Agency and School Food Authority Responsibilities §210.21 Procurement.

(d) Buy American-

1. Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means-

- (i) An agricultural commodity that is produced in the United States; and

- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

- (i) In general. Subject to paragraph (d)(2)(i) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

- (ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to-

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- A. A school food authority located in the contiguous United States; and
- B. A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts-

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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

(g) Geographic preference.

1. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
2. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of

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vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.