

PRODUCE BID LIST	
1.	Bi-City Produce P.O. Box 1575 Columbus, GA 31902
2.	Forest Wood Farms, Inc. Attn: Joshua Such P.O. Box 310728 Birmingham, AL 35231
3.	Merchants Food Service 1100 Edwards Street Hattiesburg, MS 39403
4.	M & M Produce 7550 Veterans Parkway Columbus, GA 31909
5.	Quality Produce Attn: Wendell Fleming 3616 3 <sup>rd</sup> Ave. Opelika, AL 36801

## CONTRACT SECTION I - REQUEST FOR BID

To: Russell County Board of Education  
506-14th Street  
P.O. Box 400  
Phenix City, Alabama 36868-0400

Date Issued: June 05, 2018

Attention: Vantreise Davis

Telephone: (706) 321-2224 Ext. 7900

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Items: Fruit, Vegetables and other Produce Items

Type of Contract: ANNUAL BOTTOM LINE WITH ESCALATION (DE-ESCALATION CLAUSE)

Period: August 1, 2018 to July 31, 2019

Proposal Opening: 2:00 p.m. on July 10, 2018

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

Russell County Board of Education  
506-14th Street  
Phenix City, Alabama 36868-0400

ENVELOPE SHOULD BE PLAINLY MARKED "BID" with date and time of opening.

Conditions: In strict accord with Sections I through V.

Contact: If you have any questions concerning this Request for Bid, please contact: Vantreise Davis or Flora Williams at (706) 321-2224 Ext. 7900/7902.

CONTRACT SECTION I (continued)

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Date Bid Issued:

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Date Submitted: \_\_\_\_\_

Name of Firm Submitting Bid:

Mailing Address:

Telephone:

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Our bottomline bid for products included in Section IV is as follows:

Amount \$ \_\_\_\_\_

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

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

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Signature

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Print or Type Name

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Title

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Telephone

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Date

## SECTION II

### 2.0 GENERAL INSTRUCTIONS

#### 2.1 General Conditions:

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

#### 2.2 Bidder Responsibility:

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

#### 2.3 Clarification:

If a clarification is required the request shall be made in writing, to the Russell Co. Bd. of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Russell Co. Bd. of Education will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

#### 2.4 Brand Identification:

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

#### 2.5 Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by Russell Co. Board of Education or as a result of violations of the contract terms by any contractor.

#### 2.6 Error in Bid:

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

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

## 2.7 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

- a. Bids must be submitted signed and sealed to the location specified on the Invitation to Bid. The bid file number, time and date of bid opening and the term, "Bid" shall be noted on the face of the envelope in the lower left corner.
- b. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **Bids sent via regular or express mail must be sent to the Russell Co. Board of Education, 506 - 14th Street, P.O. Box 400, Phenix City, AL 36868-0400.**
- c. Fax bids will not be accepted.
- d. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **Signed bid form must be original signature.**
- e. The bid contract must be used without alterations.
- f. Section I, Invitation to Bid (Page 1), Bid Form (Page 2), and Debarment Certification Form Section IV (Page 13) and Section V (Page 16) shall be in a sealed envelope with the company name, bid file number and opening date on the outside of the envelope. It should be marked "Bid Documents". Bid documents shall be placed in a envelope as set forth above for mailing or delivery to the Russell Co. Board of Education, 506 - 14th Street, Phenix City, AL. It shall not be necessary that any other sections of this document be returned with the bid. The envelope containing Bid Document shall be plainly marked in the lower left corner "**Bid # 18-003**" and shall have the name and return address of the bidding company appropriately shown on the face of the envelope.

## 2.08 Bid Acceptance:

Russell Co. Board of Education reserves the right to reject any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that Bd. of Ed. has sixty (60) days to accept.

## 2.09 Award:

- a. Contracts will be established between the lowest responsible, responsive bidder and Bd. of Ed. except as may otherwise be specified in the Invitation for Bid. Awards will be based on the total or bottom line on all items listed for each region. Awards will be made by region. Lowest responsible bidder will be determined by the lowest bottom line for each region.
- b. Bd. of Ed. reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Russell Co. Board of Education, bids submitted by that bidder will be rejected.
  1. Delivery Ability:  
Bidder must demonstrate or has demonstrated to Board of Education the ability to promptly and efficiently deliver all the items on the bid list.

2. Capacity:  
Bidder must demonstrate to Bd. of Ed. that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
  
3. Reliability:  
For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if for any reasons other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.
  
4. Accounting Procedures:  
A bidder, to be considered for award, must clearly demonstrate to Bd. of Ed. the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data.
  
5. Facilities and Equipment:  
Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Bd. of Ed. reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.
  
6. Delivery Equipment:  
Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder's region of responsibility. Board of Education does not presume to dictate the type of trucks or tractor trucks necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Bidders having no experience in making deliveries to the sites in the district being bid should visit all sites to see where delivery will have to be made for each school.

7. Review Process:

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

2.10 Taxes:

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

2.11 Gifts, Rebates, Gratuities:

Acceptance of gifts from contractors and the offering of gifts by contractors is prohibited. No employee of Bd. of Ed. or any other entity purchasing or receiving F/V under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

2.12 Alternate Bids:

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

2.13 Substitute Distributor:

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

2.14 Cancellation:

This contract shall be in effect for the period of August 1, 2018 to July 31, 2019 unless cancelled for justifiable cause by Bd. of Ed.. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was cancelled by Bd. of Ed. will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by Bd. of Ed. will apply.

2.15 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
- b. Contractors providing service under this invitation for bids, herewith, assures the Russell Co. Board of Ed. that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- d. State Sales Tax Exemption information will be issued upon request.
- e. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap
- f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The 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.
- g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- h. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- i. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- j. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.
- k. Contractors shall comply with Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines "domestic commodity or product" as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially shall mean that over 50 per cent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

2.19 Assignment:

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

2.20 Product Requirements:

1. Product Specifications:

All Produce fresh and met all standards set by state and local health authorities with respect to quality and wholesomeness.

- a. Quality - When delivering Produce on a twice a week basis, contractors are required to deliver produce which is “fresh”, since the product may be held on premises for seven (7) days.
- b. Variety - Contractor shall advise Board of Education of Produce variations which may either improve consumer acceptance, and variety to menus or provide greater value.

2. Product Protection Guarantees:

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

3. Import Products:

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

4. Brand “Quoting On”:

Not applicable to this bid.

5. Units of Purchase:

The Unit of Purchase is specified on Page 16.

## SECTION III

### 3.0 SPECIAL CONDITIONS

#### Scope

#### 3.0.1 Purpose:

The purpose of this Invitation to Bid is to establish a contract of contracts between the Russell Co. Board of Education, and Distributors for Fruit, Vegetables and all other Produce items and the distribution of those items. This contract will establish a maximum price that participating schools will pay for any item covered by the contract during the term of that contract.

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

#### 3.0.2 Contract Duration

The duration of these contracts shall be from August 1, 2018, through July 31, 2019. The effective date (date of issue) is expected to be August 1, 2018.

#### 3.0.3 Volume:

The quantities indicated on the Bid form are based on previous year's purchases and are accurate to the best of our ability to gather data. However, bidders must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase an amount in excess of actual requirements.

#### 3.0.4 Restriction:

No purchase shall be made under the provisions of the contract of items not specifically listed and authorized by the contract except as set forth in Section IV. Any item(s) not specifically listed on the distributor's bid may be procured according to pricing.

#### 3.0.5 Other Agreements:

Upon the effective date of the contract, all other agreements or portions of other agreements held by participating entities which pertain to items covered by the contract shall be void except as noted in this bid proposal.

#### 3.0.6 Definitions:

##### a. Damaged Item:

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

b. Current Label:

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

3.1 SPECIAL CONDITIONS

3.1.1 Alternate Bids:

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

3.1.2 Escalation/De-Escalation Clause: - See Attached

3.1.3 Packaging

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

3.1.4 Default

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

3.1.5 Contract Application

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

3.1.6 Delivery Times and Places

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

- a. Nine (9) months per year or eleven (11) months per year (Two options: school district should indicate by an X the option chosen).

1. All sites require delivery nine (9) months per year.
2. All sites require delivery nine (9) months per year and those with "Summer" beside the site name require deliveries an additional two (2) months.

3.1.2 Escalation/De-Escalation Clause:

All price provided shall remain firm for 14 days. After that time, prices may be escalated or de-escalated based on an increase or decrease in the market price for produce items. The current weekly Atlanta Wholesale Produce Report on Fruit and Vegetables will be the guide used to either escalate or de-escalate prices. Request for escalation or de-escalation of prices must be submitted the week prior to the price change. Price changes must be submitted to:

Mr. Vantreise Davis  
91 Poorhouse Road  
Seale, Alabama 36875  
Phone: (706) 321-2224 Ext. 7900  
E-mail: [davisv@russellcsd.net](mailto:davisv@russellcsd.net)

- b. Deliveries shall be made on Mondays and Thursdays of each week.
- c. Deliveries shall be completed between the hours of 7:00 and 10:00a.m., E.S.T.
- d. Holiday deliveries – Holidays shall be defined as any week that has less than five (5) working days.

If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.

- e. Board of Education shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make an unnecessary delivery trip. The contractor shall review this list prior to scheduling deliveries. If Russell Co. Bd. of Education fails to provide this list of closings, the contractor may charge for an unnecessary delivery trip. Make up deliveries shall be scheduled during the same week as the closing on a mutually agreed on date.

### 3.1.8 Delivery Schedules

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

The participating entity may elect to have the merchandise delivered at some other time.

### 3.1.9 Payments

All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the 15<sup>th</sup> of the next month. Distributor will notify Acct. Payable Office of any delinquencies.

### 3.1.10 Decimals

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

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

SECTION IV

U.S. DEPARTMENT OF AGRICULTURE

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

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, 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.

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Organization Name

PR/Award Number or Project Name

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

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Signature(s)

Date

## Instructions for Certification

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

## SECTION V

### 5.0 BID INSTRUCTIONS

#### 5.1 Bid Package:

The bid package consists of the following

- Section I Invitation to Bid
- Section II General Instructions  
Special Products Stocking and Recovery
- Section III Special Conditions
- Section IV Debarment Certification
- Section V Bid Instructions
- Section VI Product Identification/Bid Sheets
- Section VII List of Delivery Sites

#### 5.2 Invitation to Bid Form: (Return this form completed)

All information requested on the Invitation to Bid form must be completed. Incomplete and/or unsigned forms may be rejected. Special attention should be given to instructions and general conditions and definitions.

#### 5.3 Product Identification/Bid Sheets: (Return this form completed)

**Section VI, Product Identification/Bid Sheets** – When you complete the Product Identification/Bid Sheets you must forward all totals to the Grand Total Bid Sheet (Page 2) of the bid document.

#### Debarment Certification Form: (Return this form completed)

**Section IV Debarment Certification (Page 13)** - This form must be completed and returned with the Invitation to Bid Form and the Product Identification/Bid Sheets (Page 16) including the Grand Total Bid Sheet (Page 2).

#### 5.4 Bid Form:

Bids must be presented on the form supplied herein or a copy of that form. Bids submitted on any other form, unless prior approval for such deviation is granted by Bd. of Ed. \_\_\_\_\_, will be rejected.

**Contract Section VII - Delivery Site**

Dixie Elementary School - 4914 Hwy. 80 West, Opelika, AL

Ladonia Elementary School - 9 Woodland Drive, Phenix City, AL

Mt. Olive Elementary School - 454 State Hwy. 165, Ft. Mitchell, AL 36856

Oliver Elementary School - 77 Longview St., Seale, AL

Russell County High School - 4699 Old Seale Hwy., Seale, AL

Russell County Middle School - 4716 Old Seale Hwy., Seale, AL

\* Bidders must provide the Russell County Board of Education with a BID BOND.

**BID BOND**: Although the Alabama Bid Law (Section 41-16-50) requires that all bidders must furnish a bid bond on any amount exceeding \$10,000, it is our intention that a bid bond or acceptable substitute (Certified Check) must accompany each bid as follows: For a bid in an amount up to \$10,000, a bid bond in the amount of \$250 is required; for a bid in an amount over \$10,000, a bid bond in the amount of \$500 is required. Bids submitted without a bid bond or certified check will not be considered.

## FOOD SERVICE LOCATIONS

#	SCHOOL	ADDRESS
1.	Dixie Elementary	4914 Hwy. 80 West Opelika, AL
2.	Ladonia Elementary	9 Woodland Dr., Phenix City, AL
3.	Mt. Olive Elementary	454 Hwy. 165, Ft. Mitchell, AL
4.	Oliver Elementary	77 Longview St., Seale, AL
5.	Russell County High	4699 Old Seale Hwy., Seale, AL
6.	Russell County Middle	4716 Old Seale Hwy., Seale, AL

**NON-DISCRIMINATION STATEMENT:** The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.

Requirements under the Alabama Immigration law:

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the bid. ***If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.*** 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.

***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.***

**RUSSELL COUNTY SCHOOL SYSTEM  
PRODUCE BID  
BID #18-003**

Section VI

Page 1 of 2

Item #	Product	Bid Unit	Projected Quantity	Bid Price	Extended Price	Comments
1.	Apples, Golden Delicious, 125 count per case	case				
2.	Apples, Red Delicious, 125 count per case	case				
3.	Apples, Gala/Fuji 163-175 count per case	case				
4.	Apples, Granny Smith, 125 count per case	case				
5.	Bananas, special 40# case	case				
6.	Broccoli Florets, bagged & ready, 3# bag	bag				
7.	Broccoli Florets, bagged & ready, 6/3 bags per case	case				
8.	Cantaloupe, cubed, packed in own juice, 5# bucket	bucket				
9.	Carrots, Baby Peeled, individual 1.6 oz. 200/case	case				
10.	Carrots, Baby Peeled, bagged & ready, 5# bag	bag				
11.	Carrots, Cello wrapped, 1# bag	bag				
12.	Carrots, Cello wrapped, 1# bag, 12 bags/case	case				
13.	Cauliflower Florets, bagged & ready, 4/3# bag	case				
14.	Celery, diced, 5# bag	bag				
15.	Celery Sticks, 4/5# bags	case				
16.	Cucumbers, 3# case	case				
17.	Grapes, Red Seedless, Lunch Bunch, 150/case	case				
18.	Grapes, White Seedless, Lunch Bunch, 150/case	case				
19.	Kiwi, 36 count per flat	flat				
20.	Lettuce, Iceberg, Shred, 5# bag	bag				
21.	Lettuce, Iceberg, Shred, 4/5# bags per case	case				
22.	Lettuce, Iceberg, Salad Separate, 5# bag	bag				
23.	Lettuce, Iceberg, Salad Separate, 4/5# bags per case	case				
24.	Lettuce, Iceberg, Whole Head	each				
25.	Lettuce, Green Leaf, Whole Head	bag				
26.	Lettuce, Green Leaf Whole Head, 24/case	case				
27.	Lettuce, Romaine, chopped, 2# bag	bag				

Item #	Product	Bid Unit	Projected Quantity	Bid Price	Extended Price	Comments
28.	Lettuce, Romaine, chopped, 6/2# bags per case	case				
29.	Lettuce, Romaine, head	each				
30.	Lettuce, Spring Mix, 3# bag	bag				
31.	Onions, yellow, diced, bagged, 5# bag	bag				
32.	Onions, yellow, medium, 25# case	case				
33.	Oranges, 125-138 count per case	case				
34.	Pepper, Green Bell, whole, 3# case	case				
35.	Pepper, Green Bell, diced, 5# bag	bag				
36.	Potatoes, Red, "B" size, 50# case	case				
37.	Potatoes, Idaho, 100 count per case	case				
38.	Slaw Mix, bagged, 5# bag	bag				
39.	Slaw Mix, bagged, 4/5# bags per case	case				
40.	Spinach, clipped, 4/2.5# bags per case	case				
41.	Squash, yellow, sliced 4/5# bag	case				
42.	Tomatoes, Red, Café Whole, 25# case	case				
43.	Tomatoes, Cherry, 12 pints per case	case				
44.	Zucchini, sliced half-moons, 5# bag	bag				
<b>TOTAL BID PRICE: \$</b> _____						

Vendor:
Contact Person (Please Print):
Telephone Number: