



# Houston County Schools

404 West Washington Street  
Dothan, Alabama 36301  
Telephone (334) 792-8331  
Fax (334) 792-1016

David Sewell, Superintendent

## INVITATION TO BID FOR BREAD SERVICE

July 15, 2019

BID #2019-2020B

To Interested Bidders:

The Houston County Board of Education will receive bids on Milk Service for the Child Nutrition Program in all the Houston County Schools, according to specifications attached, no later than **8:30a.m., Monday, July 29, 2019**, in the office of the Superintendent located at 404 West Washington Street, Dothan, Alabama 36301. Bids will be opened at this time.

Bids shall be mailed or brought to the Superintendent's Office at the above address. Please mark sealed bid envelope "**Sealed Bid for Bread 2019-2020**".

The Houston County Board of Education reserves the right to accept or reject any or all bids and to waive any formalities.

If you have any questions regarding this bid, please contact: Marie Payne, Child Nutrition Program Director, at 334-792-8331.

Sincerely,

David Sewell  
Superintendent  
Houston County Schools

Attachments

HOUSTON COUNTY BOARD OF EDUCATION – CHILD NUTRITION PROGRAM  
GENERAL INFORMATION AND INSTRUCTIONS

## **BREAD BID**

### **GENERAL INFORMATION**

1. All bidders must use our form for submitting bid.
2. All bids must be sealed and marked –“**SEALED BID FOR BREAD 2019-2020**”.
3. Late bids will not be opened.
4. Faxed Bids or Electronic Bids will not be accepted.
5. Bids will not include State Sales Tax or Federal Excise Taxes.
6. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
7. It is not the policy of the Houston County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder.
8. Nutritional fact sheets are required for each item on bid.
9. A bid bond or cashier’s check for 5% of the total anticipated bid amount is required.
10. Contractor will comply with the Alabama Immigration Law, ALA. CODE § 31-13-9 (c) which requires that all contractors and grantees of the Houston County Board of Education provide the Board with a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. **(Required even if previously on file with the Houston County Board of Education)**

### **DISQUALIFICATION OF BIDS**

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

1. Failure to seal envelope and mark as required.
2. Failure to sign bid document.
3. Failure to include requested information or other details of the bid.
4. Excessive errors in calculating prices and totals.
5. Failure to sign and include USDA Debarment and Suspension certificate.
6. Failure to submit bid bond or cashier’s check.
7. Failure to submit notarized Affidavit of Immigration Law Compliance.
8. Failure to sign and submit e-verify information.

### **METHOD OF AWARD**

The award will be made on an all-or-none basis to the lowest responsible bidder. The decision of the Houston County Board of Education shall be final.

### **TYPE OF CONTRACT**

Annual Bottom Line

### **CONTRACT PERIOD**

This contract shall become effective August 1, 2019 through July 31, 2020. Houston County Board of Education reserves the right to extend the contract an additional two years. **Bid Opening: 8:30 a.m., Monday, July 29, 2019** at 404 West Washington Street, Dothan, Alabama 36301. Bids will be accepted prior to the opening but no later than 8:30 a.m. on the above date.

### **PRICING**

Prices are to be quoted by the “unit” indicated on the “Request for Bid” form.  
Prices quoted not to exceed four (4) decimal places.

Prices quoted must remain firm for the entire period of contract.

If bids, which in any way qualify or vary the terms of these instructions, conditions and specifications, shall be considered nonrespondent.

### **QUANTITIES**

Specific quantities cannot be determined. The fact that specific quantities cannot be determined will not relieve the Houston County Board of Education of its obligation to order from the successful bidder all breads which in the judgment of the cafeteria managers, may be needed for the contract period, and shall not in any case relieve the successful bidder of his obligation to fill all orders for bread which may be required during the contract period.

All bid items are to be made available to all schools in the Houston County School System.

### **ORDERS**

The individual cafeteria manager will place her order with the successful bidder as bread is required.

### **DELIVERIES**

Deliveries are to be made to each school on the day and by the time required. Delivery days are Monday through Friday. Frequency of delivery shall be a minimum of one per week, with additional deliveries as needed. Preferred times of deliveries are 7:00 a.m. to 2:00 p.m. All deliveries are final inasmuch as the successful bidder will not be required to pick up and credit bread that is left over. However, bread that is delivered in condition that is not suitable for serving shall be picked up and credited at the next scheduled delivery day.

### **DEFAULT**

If at any time the vendor makes a shipment that is not in accordance with the instructions, conditions, and specifications set forth by the Houston County Board of Education, without consent of said Board of Education, such delivery will constitute grounds for the cancellation of the contract/or removal of this vendor from the Houston County Board of Education mailing list, for a period of not less than one (1) year.

### **BILLING**

It is the intent of the Houston County Board of Education to pay bread invoices monthly. Therefore, the successful bidder must furnish for each school a daily invoice of delivery and also one monthly statement including the following information:

- Date of delivery
- Invoice or ticket number
- Quantity purchased
- Extended, totals, etc.
- All invoices and credits involving bread should be sent to the individual schools.
- In the event of errors, the credit or debit is to be issued against the invoice as it was presented to the lunchroom manager.
- The credit or debit shall show the original invoice number, date, and error being corrected on the face of said credit or debit.

### **OVERALL REQUIREMENTS**

The overall requirements for bread furnished and delivered to the Houston County Schools are as follows:

1. Be enriched
2. Be of equal quality to that sold under bidder's brand name in retail stores.
3. Be fresh at the time of delivery

## **PACKAGE REQUIREMENTS**

The packaging in which bread is furnished and delivered to the Houston County Schools to be as follows:

1. Standard commercial packages.
2. Securely sealed to insure freshness of the product and protect contents from contamination.
3. Packages, which are dirty, torn, open, mashed and/or damaged in any way, will not be accepted.
4. A bread tray rack is to be furnished. Trays containing bread products should be clean. Empty trays are to be picked up at the next delivery.

## **BUY AMERICAN CLAUSE**

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.

## VENDOR CERTIFICATION

In compliance with this Request for Proposal, the undersigned proposes to provide FRESH PRODUCE SERVICE as outlined in the proposal document.

I certify by my signature below that the terms and conditions of this proposal are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached request for proposal.

Request closes at 8:30 a.m. Monday, July 29, 2019.

\_\_\_\_\_  
**Company Name (please print)**

\_\_\_\_\_  
**Business License #**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Date**

# 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 ON NEXT PAGE)**

(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**

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**Project Name (RFP #)**

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**Name of Authorized Representative  
(please print)**

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**Title**

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**Signature**

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**Date**

### Debarment 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 and 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.

## **Notice of Alabama Immigration Law Compliance Requirements to all Contractors of Houston County Schools**

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligation apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and 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 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, r other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any tern of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

**TO THE EXTENT THAT THERE IS NO FORMAL WRITTEN CONTRACT BETWEEN THE BOARD AND THE CONTRACTOR, SUCH AS WHERE BUSINESS IS CONDUCTED BY PURCHASE ORDER, THIS DOCUMENT SHALL SERVE AS THE ALABAMA COMPLIANCE CONTRACT.**

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

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**Contractor Officer or Owner Signature / Date**

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**Print Name / Title / Company**



**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:  
County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
**Signature of Affiant**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

\_\_\_\_\_  
**Signature and Seal of Notary Public**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:  
County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9 (c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
**Signature of Affiant**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

\_\_\_\_\_  
**Signature and Seal of Notary Public**

**Houston County Schools  
Bread Bid Proposal 2019-2020**

**Contract Date: August 1, 2019 – July 31, 2020**

**All Priced F.O.B (Freight on Board) to any school in Houston County School System.**

**Bids to be opened: July 29, 2019 at 8:30 a.m.**

	<b>Description</b>	<b>Usage Last Yr.</b>	<b>Bid Unit</b>	<b>How Packed</b>	<b>Unit Price</b>	<b>Extended Total</b>
1	Bulk Hamburger Buns, at least 51% whole grain.	<b>165,000</b>	Buns			
2	Bulk Hamburger Buns, White Wheat	<b>Projected 82,500</b>	Buns			
3	Hot Dog Buns, at least 51% whole grain. Measures at least 5 ½ inches in length.	<b>30,800</b>	Buns			
4	Hot Dog Buns, White Wheat	<b>Projected 15,000</b>	Buns			
5	Bread, at least 51% whole grain made with 100% whole wheat flour. Each loaf to have at least 20 slices.	<b>102</b>	Loaves			
6	Bread, White Wheat Sandwich bread, loaves	<b>300</b>	Loaves			
7	BK Special Bun, Buns at least 51% whole grain. Measures 6 ½ inches long and 2 ½ inches wide.	<b>26,464</b>	Buns			
8	Texas Toast	NA	Loaves			
9	Bagel, needs to be at least 51% whole grain and made with 100% whole wheat flour.	NA				
10	Thin Bun, needs to be 51% whole grain made with 100% whole wheat flour.	NA				
11	Sub Bun, 6 inch hinged, needs to be 51% whole grain made with 100% whole wheat flour.	<b>Projected 12,000</b>	Buns			
<b><u>Total Bread Bid</u></b>						<b>\$</b>

**Company Name:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

\_\_\_\_\_  
**Signature Company Representative**

# HOUSTON COUNTY BOARD OF EDUCATION

## VENDOR INFORMATION SHEET

The following vendor information is required with all bid submittals:

**Ordering Information:** Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used for all purchase orders submitted by Houston County Schools.

Legal Business Address: \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Vendor Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax ID#/FIN: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Remittance Information:** (Provide only if different from ordering address) Please specify the correct business name, address, phone and fax numbers that should be used as the remittance address by Houston County Schools.

Legal Business Address: \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Vendor Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If remittance information is left blank, remittance will be sent to the ordering address indicated above.

Signed: \_\_\_\_\_

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

**PLEASE BE SURE THAT BID BOND OR CASHIER'S CHECK IS ENCLOSED WITH YOUR BID.**

**PLEASE COMPLETE AND RETURN**

## **USDA Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:  
(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;  
(2) fax: (202) 690-7442; or  
(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.