

**EUFAULA CITY SCHOOLS
ICE CREAM BID
THURSDAY, APRIL 8, 2021 11:30 A. M.**

MISCELLANEOUS:

Eufaula City Schools is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15) Code of Alabama 1975.

The unit price shall include all charges for shipping, handling, and delivery.

BIDDING:

The intent of the specifications on this bid request is to obtain ice cream products for use in the food service program that will give the best possible quality at a price schools can afford to pay. Competitive bid specifications may use brand names provided that a bidder may submit a bid on a product which is equal to the brand name specified. When brand names are used in specifications, any substitute must be of equal quality. Price is a primary consideration, but judgment of the Child Nutrition Program Supervisor must be reserved as to certain desirable characteristics, such as color, flavor and texture. If the quality of any bid item is judged not to be up to the standards of taste and appearance, that item may be rejected.

BILLING/PAYMENT:

Under no circumstances can vendors charge more than the bid price.

At the time of delivery to the schools, two copies of the vendor's invoice will be given to the Lunchroom Manager. The vendor shall post his records to agree with the invoice left with the Lunchroom Manager. Each invoice shall indicate the date, item number as set forth in the documents, item name and description, number of units delivered, unit price and the extended price. All copies of the invoice shall be legible and uniform in size. Each invoice shall have authorized signatures to certify receipt of order.

Payment of all invoices is the responsibility of the Eufaula City Schools Child Nutrition Department. Payment of the invoices shall be made by the 15th of each month for the previous month's invoices.

In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the Lunchroom Manager. Written credit memos for returned items, overcharges, or charged items not delivered should be received at the school by the last day of the month in which the credit is being given.

DEFAULT:

If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions and specifications set forth by the Eufaula City Board of Education without the consent of the Child Nutrition Program Supervisor, such delivery will constitute grounds for the cancellation of the contract and/or the removal of the vendor from the Eufaula City Board of Education bid list for not less than one year.

DELIVERY:

All bid quotations shall include possible weekly deliveries to the following locations:

EUFUALA HIGH SCHOOL -	530 Lake Drive
ADMIRAL MOORER MIDDLE SCHOOL -	101 St. Francis Road
EUFAULA PRIMARY SCHOOL -	520 Pump Station Road
EUFAULA EARLY CHILDHOOD -	333 State Docks Road
EUFAULA ELEMENTARY SCHOOL -	422 Sanford Avenue

Shipments are to be scheduled with the respective Lunchroom Manager or the Child Nutrition Program Supervisor. No orders are to be left unless the Lunchroom Manager or her representative signs the invoice or delivery ticket. Items temporarily out of stock shall be a minimum. No item in the bid is to be canceled without prior consent of the Child Nutrition Program Supervisor.

No substitutions on items, brands, grades, etc. are to be made by the vendor. Any substitutions made without prior notice will be refused. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to or higher in value than the item originally requested. All substitutions must be priced equal to the original bid price for the item for which the substitutions are being made. **No substitutions on items, brands, grades, etc., are to be made without the prior consent of the Child Nutrition Program Supervisor. Any substitution made without prior consent will be considered grounds for cancellation of the bid contract.**

SPECIAL INSTRUCTIONS:

1. Deliveries shall be a minimum of one per month based on the serving schedule of the schools.
2. The Vendor will furnish and service all holding equipment in schools. The vendor agrees to be responsible for damage to the ice boxes, buildings and grounds that are a direct result of carelessness of the delivery man.
3. All products delivered shall have been processed and packed in accordance with good commercial practice. Specific contents of all containers shall be clearly marked on the outside.
4. Vendor shall agree to provide each school with sufficient ice-boxes for service and storage. Present requirements:

Eufaula Primary School	1 Box (large and lockable)
Eufaula Early Learning Center	1 Box (large and lockable)
Eufaula Elementary School	1 Box (large and lockable)
Admiral Moorer Middle School -	1 Box (large and lockable)
Eufaula High School -	1 Box (large and lockable)
5. Vendor must agree to pick up and credit any ice cream that was received damaged in any way.
6. Alabama Immigration Law Compliance: All bidders must provide the Eufaula City Schools Board of Education proof of compliance by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding at the time the awarding contract is signed.

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BOTTOM LINE TOTAL BID AMOUNT: _____

BIDDER: _____

ADDRESS: _____

PHONE: _____ **DATE:** _____

SUBMITTED BY: (Type or Print) _____

SIGNATURE: _____

EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS:

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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**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 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS – 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.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

EUFAULA CITY SCHOOLS ICE CREAM BID

TUESDAY, APRIL 9, 2019 11:30 A. M.

BID SUMMARY FORM:

	<u>Unit Weight</u>	<u>Estimated Quantities</u>	<u>Head Start</u>	<u>Unit Price</u>	<u>Extended Price</u>
		<u>ECS</u>	<u>Head Start</u>		
1. Ice Cream Sandwich - ea	<u>3 fl oz.</u>	<u>2,000</u>	_____	_____	
				X Total Quantity =	_____
2. Fat-Free Fudge Bar - ea	<u>2.5 oz.</u>	<u>1,000</u>	_____	_____	
				X Total Quantity =	_____
3. Sour bar – ea	<u>2.5 oz</u>	<u>500</u>	_____	_____	
				X Total Quantity =	_____
4. Cotton Candy bar – ea	<u>2.5 oz</u>	<u>400</u>	_____	_____	
				X Total Quantity =	_____
5. Orange sherbet pop - ea	<u>2.75 oz</u>	<u>2,000</u>	_____	_____	
				X Total Quantity =	_____
6. Rainbow sherbet pop - ea	<u>2.75 oz</u>	<u>2,000</u>	_____	_____	
				X Total Quantity =	_____
7. Juice Bars, Frozen	<u>1.75 oz</u>	<u>500</u>	_____	_____	
				X Total Quantity =	_____
8. Ice Cream cone (chocolate/vanilla)	<u>3.0 oz</u>	<u>500</u>	_____	_____	
				X Total Quantity =	_____
9. Ice Cream cone (cookie Crumble)	<u>3.0 oz</u>	<u>500</u>	_____	_____	
				X Total Quantity =	_____

NOTE: Bidder may supply a product list and prices for any additional products to be offered if awarded bid.

SPECIFICATIONS

<u>PRODUCT</u>	<u>UNIT WEIGHT</u>	<u>DESCRIPTION</u>
Low fat Sandwich	3 fl oz.	Low-fat Vanilla Ice Cream Sandwiched between chocolate wafers.
Fudge Bar	2.5 fl oz.	Fat-free Fudge Chocolate Bar on a stick.
Sour Popsicle	2.5 fl oz.	Sour Flavored Popsicle
Cotton Candy Popsicle	2.5 fl oz.	Flavored Popsicle
Orange Sherbet push up	2.75 fl oz.	Orange flavored sherbet
Rainbow Sherbet push up	2.75 fl oz.	Assorted flavored sherbet
Ice Cream Cone (Chocolate Vanilla)	3 fl oz.	Low-Fat Chocolate and Vanilla ice cream in a cone
Ice Cream Cone (cookie crumble)	3 fl oz.	Low fat vanilla ice cream with cookie crumbles
Juice Bars, Frozen	1.75 oz.	Juice Bars made from 100% Frozen Grape, Cherry, Strawberry, Banana Fruit: Orange Crème, Rainbow

NOTE: BIDS MUST MATCH UNIT WEIGHTS AND DESCRIPTIONS AS SPECIFIED FOR EACH ITEM.