



# EUFAULA CITY SCHOOLS

333 State Docks Road • Eufaula, AL 36027  
(334) 687-1100 • Fax (334) 687-1150

March 15, 2023

## NOTICE TO BIDDERS:

The Eufaula City Board of Education invites you to bid on **milk and related products** for use in the Eufaula City Schools Child Nutrition Program as specified on the attached pages.

Bids will be received until **10:00 a.m. Thursday, April 6, 2023**, at the above address at which time they will be opened publicly and read. All bids must be sent to the Superintendent's office in time for the bid opening. Bids will **not** be received by telephone nor will previous bid prices be accepted.

The Board of Education reserves the right to reject any and/or all bids, to waive all formalities in bidding, to be the sole judge of quality and equality of the several bid proposals and to award the contracts to the most desirable bidder.

Any questions regarding the specifications or the bid process should be directed to:

**Dena Fortson, Child Nutrition Program Supervisor**  
**Eufaula City Board of Education**  
**333 State Docks Road**  
**Eufaula, Alabama 36027**  
**(334) 687-1100, Ext. 122**

In order to be eligible, bidders must provide Eufaula City Schools Board of Education with proof of compliance with H.B.56 – Alabama Immigration Law. The enclosed memorandum and affidavit detail those requirements.

Envelopes containing bids must be sealed and marked in the lower left hand corner: **MILK BID,**  
**April 6, 2023, 10:00 a.m.** All bid prices must be submitted on the attached forms and signed by the bidder.

Sincerely,



James Bailey  
Director of Operations

Attachments

**\*\*NOTE:** It is requested that the bidder carefully read all the information and specifications contained in this document and that the document be retained for future reference.

**EUFULA CITY SCHOOLS  
MILK BID  
Thursday, April 6, 2023 10:00 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:**

Bidders must quote prices for items specified. Failure to quote on specified items will result in a "no bid" for the bid.

If a bid differs **in any way** from the specifications, the bidder must submit a statement with his bid telling exactly where and how the bid deviates from said specifications. If this statement is not submitted with the bid, it will be presumed the bidder proposes to meet the specifications in **every** respect; and if awarded a contract, performance on this basis will be required.

The intent of the specifications on this bid request is to obtain milk and related products for use in the food service program which will give the best possible quality at a price schools can afford to pay. 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.

**INSPECTION:**

Samples of any product must be furnished on request for quality test or for approval of new items.

**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 cafeteria manager. The vendor shall post his records to agree with the invoice left with the cafeteria 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 invoices for Eufaula City Schools is the responsibility of the Eufaula City Schools Child Nutrition Program Bookkeeper. Payment of invoices shall be made by the 15th of each month for the previous month.

The Head Start Program will be responsible for payment of invoices for the Head Start Program. Estimated purchase quantities for the Head Start Program are listed separately, and are the responsibility of the Head Start Program. Eufaula City Schools will only be responsible for the purchase of estimated quantities designated for Eufaula City Schools.

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 cafeteria 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.

**Price Escalations:** All prices shall be firm for 30 days, after which prices for milk can escalate or de-escalate in accord with changes in Class I Skim Price per hundred-weight based on monthly DFA Southeast Council Report. Prices for milk delivered can be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase in raw milk per hundred-weight. Any changes (up or down) in price must be announced to school district officials by the 15<sup>th</sup> of the month preceding the month in which the change will occur. Any changes in prices must be accompanied by a copy of the current DFA Southeast Council report and a copy of the original DFA Southeast Council report from the time of the original bid or the previous escalation request. Suppliers are also requested to submit conversion calculations showing manner of arriving at amount of change. Petitions with in-house developed spreadsheets or company news announcements are not acceptable as documentation. Petitions for price escalations must be approved by school district officials.

The escalation formula contained above should apply to 95% of the petitions for price escalation. Allowances will be made for occasional add-on escalation of raw milk prices by local dairy farmers which are over and above the price escalations permitted by the DFA report due to disaster situations or circumstances.

**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 Supervisor or Bookkeeper, 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 daily delivery 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 not to be made to any school without written or verbal orders from the respective Cafeteria Manager or the Child Nutrition Program Supervisor or Bookkeeper. No orders are to be left unless the manager or her representative signs the invoice or delivery ticket. Items temporarily out of stock shall be a minimum. When this occurs, mark "**OUT**" on the delivery ticket and "**DO NOT BACK ORDER.**" 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 Supervisor. Any substitution made without prior consent will be considered grounds for cancellation of the bid contract.**

## SPECIAL INSTRUCTIONS:

1. The successful bidder will remove milk cartons from the case and place them into the coolers at time of delivery; excess will be placed in available coolers. 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. Vendor will replace unused, unsatisfactory milk (off flavor, stale dates, damaged containers, etc.) with fresh milk each day at no cost to the school system.
2. The successful bidder must agree to deliver fresh milk and to furnish the Board of Education a letter stating the specified number of days between processing and expiration date for each type of milk. Milk delivered to schools must have a minimum of five days until the expiration date at the time of delivery to the schools.
3. The low bidder must agree to pick up and credit excess milk (not to exceed 15% of the last delivery) prior to holidays and at other times as school officials may reasonably request.
4. All one-half pint paper containers, in which milk for the school system is packaged, shall be plastic coated of the Pure Pak type (or an approved equal), sound, sanitary, leak-proof, and have lids which open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination.
5. A schedule for delivery will be developed by the successful bidder and submitted to the Child Nutrition Supervisor for approval. Keys to cafeterias will not be available for deliveries when cafeteria managers or personnel are not present. Any exception shall be approved in writing by the Child Nutrition Program Supervisor.
6. A sufficient quantity of milk must be maintained locally in order to provide a replacement supply of milk within one hour to any school when delivered product proves to be unacceptable or if the supply of milk in the school is lost.
7. Deliveries shall be a minimum of one per day based on the serving schedule of the schools. Milk shall be delivered to the school so as not to interfere with the scheduled feeding times.
8. The 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, buildings and grounds that are a direct result of carelessness of the delivery man.
9. 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.
10. These specifications form the basis for service for the period of July 1, 2023 through June 30, 2024. Eufaula City Schools Board of Education reserves the right to extend the Contract annually for up to an additional four (4) years.

## **SPECIFICATIONS:**

Only Grade A pasteurized 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 shall be subject to inspection after arrival at destination. In any instance where the milk fails to meet required specifications, the schools reserve the right, at the vendors expense, to return the product. Milk failing to meet specifications included herein shall be reason to cause termination of contract.

### **Milk, 1% Low-fat**

Individual ½ pint cartons and 8 oz. plastic containers. Grade A Homogenized, Pasteurized; Milk shall meet the Federal Standards of Identity; Code of Federal regulations, 21, Food and Drugs. Product shall have Vitamin A and D added: each ½ pint carton shall contain a minimum of 10% of the RDA of Vitamin A and 25% of the RDA of Vitamin D.

### **Milk, Lactose Free**

Individual ½ pint cartons and 8 oz. plastic containers. Grade A Homogenized, Pasteurized; Milk shall meet the Federal Standards of Identity; Code of Federal regulations, 21, Food and Drugs.

### **Milk, Chocolate – Fat-free**

Individual ½ pint cartons and 8 oz. plastic containers; Made from Chocolate grade A low-fat milk which meets Federal Standards of identity; Code of Federal Regulations, 21, Food and Drugs, Part 18.10; Product shall have Vitamins A and D added; each ½ pint shall contain 10% of the RDA of Vitamin A and 25% of the RDA of Vitamin D; Cocoa, sugar and other sweeteners, flavorings and stabilizers shall be added to produce an acceptable, chocolate flavored milk product. **Total sugars must be no more than 30 grams.** Product label shall meet RDA standards for labeling.

### **Milk, Strawberry – Fat-free**

Individual ½ pint cartons and 8 oz. plastic containers; Made from Strawberry grade A fat-free milk which meets Federal Standards of identity; Code of Federal Regulations, 21, Food and Drugs, Part 18.10; Product shall have Vitamins A and D added; each ½ pint shall contain 10% of the RDA of Vitamin A and 25% of the RDA of Vitamin D; sugar and other sweeteners, flavorings and stabilizers shall be added to produce an acceptable, strawberry flavored milk product. **Total sugars must be no more than 30 grams.** Product label shall meet RDA standards for labeling.

### **Milk, Skim**

Individual ½ pint cartons and 8 oz. plastic containers. Grade A Homogenized, Pasteurized; Milk shall meet the Federal Standards of Identity; Code of Federal Regulations, 21 Food and Drugs, Part 18.20; Product shall have Vitamins A and D added; each 8 oz. serving shall contain a minimum of 10% of the RDA of Vitamin A and 25% of the RDA of Vitamin D.

### **Milk, Low-fat, Buttermilk**

1/2 Gallon; Same as specifications on Buttermilk Item above, except carton size.

### **Orange Juice**

100 % Natural Orange Juice. 4 and 6 oz. containers.

### **Cottage Cheese**

Low-fat 5 Lb. cartons.

### **Sour Cream**

Non-Fat 5 Lb. cartons.

### **Yogurt, Plain**

Low-fat 5 Lb. cartons.

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

# EUFAULA CITY SCHOOLS MILK BID

Thursday, April 6, 2023 10:00 a.m.

**BID SUMMARY FORM:**

		<u>ESTIMATED QUANTITIES</u>			<u>Unit</u>	<u>Extended</u>
<u>ECS</u>	<u>HEAD START</u>	<u>Total Quantity</u>	<u>Price</u>		<u>Price</u>	
<u>1% Milk:</u>						
1. ½ Pt. Paper Carton - ea	4,000	1,000	<u>5,000</u>	_____		
					X Total Quantity =	_____
2. 8 oz. Plastic Container - ea	46,000	4,000	<u>50,000</u>	_____		
					X Total Quantity =	_____
<u>Lactose Free Milk:</u>						
3. 8 oz. Plastic Container - ea	200	200	<u>400</u>	_____		
					X Total Quantity =	_____
<u>Fat-freeChocolate Milk:</u>						
4. ½ Pt. Paper Carton - ea	42,000		<u>42,000</u>	_____		
					X Total Quantity =	_____
5. 8 oz. Plastic Container - ea	200,000		<u>200,000</u>	_____		
					X Total Quantity =	_____
<u>Fat-Free Strawberry Milk:</u>						
6. ½ Pt. Paper Carton - ea	1,000		<u>1,000</u>	_____		
					X Total Quantity =	_____
7. 8 oz, Plastic Container - ea	5,000		<u>5,000</u>	_____		
					X Total Quantity =	_____
<u>Skim Milk:</u>						
8. 8 oz. Plastic Container - ea	1,000		<u>20,000</u>	_____		
					X Total Quantity =	_____
<u>Buttermilk:</u>						
9. 1/2 Gallon Low-fat - ea	500		<u>500</u>	_____		
					X Total Quantity =	_____
<u>100% Orange Juice:</u>						
10. 4 oz. Container - ea	10,000		<u>10,000</u>	_____		
					X Total Quantity =	_____
11. 6 oz, Container - ea	114,840		<u>114,840</u>	_____		
					X Total Quantity =	_____
12. Cottage Cheese - ea	20		<u>20</u>	_____		
5 lb low fat					X Total Quantity =	_____
13. Sour Cream- ea	40		<u>20</u>	_____		
5 Lb. Non-Fat					X Total Quantity =	_____

**EUFAULA CITY SCHOOLS**

**MILK BID**

**Thursday, April 6, 2023 10: a.m.**

**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.

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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 4722-1733). 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.

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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

## USDA NONDISCRIMINATION STATEMENT

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: [USDA Program Discrimination Complaint Form](#)  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:** (202) 690-7442; or

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

This institution is an equal opportunity provider.

\*The enclosed "non discrimination" language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its **inclusion, applicability** and the **application** of this language due to currently pending legal challenges in the matter of *The State of Tennessee, et al. v. USDA, et al.*, Case No. 3:22-cv-00257, and may be subject to change or removal.

## USDA Non-Discrimination Spanish Translation

De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retorsión por actividades previas de derechos civiles.

La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en:

<https://www.usda.gov/sites/default/files/documents/USDAProgramComplaintForm-Spanish-Section508Compliant.pdf>



de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por:

(1) correo: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (833)256-1665 o (202) 690-7442; o

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

Esta entidad es un proveedor que brinda igualdad de oportunidades.