

CNP BOTTLED WATER, CUPS & COOLER RENTAL

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. ONCE AWARDED THIS IS YOUR CONTRACT DOCUMENT.

I. GENERAL INFORMATION

- (A) All bidders must use our form for submitting their bid.
- (B) All bids must be sealed and marked in the lower left hand corner "**CNP Bottled Water, Cups & Cooler Rental**" with bid number, opening time and date. Late bids will not be opened.
- (C) Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- (D) Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- (E) Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- (F) Non-Discrimination: The board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
- (G) If applicable; all debris must be removed after installation and/or performance of service of equipment and/or service.
- (H) Bid Protest Procedures
 - 1. Any protests from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Shelby County Board of Education at 410 East College Street Columbiana, AL 35051. The protest shall be filed no later than ten (10) days from the award notice and shall include.
 - The name, address, and telephone number of the protestor;
 - The signature of the protester or an authorized representative of the protester;
 - Identification of the purchasing agency and the solicitation or contract number;
 - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - The form of relief requested
 - 2. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation)
 - 3. The Shelby County Board of Education shall make available upon request information regarding protests to the State Board of Education.
- (I) Assurance of Ethical Practices

The procurement process is intended to offer free and open competition to those who have the capacity to respond to a solicitation. Under no circumstances may an employee of the company bidding purposely make a false or misleading statement, representation, or certification. See Title 7 of the Code of Federal Regulations Part 3016.36 for further information.

II. DISQUALIFICATION OF BIDS

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

- (A) Failure to mark envelope as required.
- (B) Failure to complete, sign, notarize and include the "Bid Summary Page".
- (C) Failure to complete, sign and include the "Certificate of Compliance with Specifications" and the "Deviation" form.

- (D) Failure to complete, sign and include the "Certificate Regarding Lobbying" form.
- (E) Failure to complete, sign, notarize and include the "Non-Collusion Affidavit" form.
- (F) Failure to complete, sign and include the "Debarment and Suspension Certificate".
- (G) Failure to complete, sign and include the "Alabama Immigration Law" form.
- (H) Excessive errors and failure to include any requested information or other details of the bid.

III. TERMINATION OF CONTRACT

This contract may be terminated by the Shelby County School System with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the Shelby County School System shall have right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the bidder of any liability to the Shelby County School System for damages sustained by virtue of a breach by the bidder.

IV. METHOD OF AWARD

- (A) The award will be made to the lowest responsible bidder meeting specifications. It is not the policy of the Shelby 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.
- (B) In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- (C) This bid will be awarded to the low bidder for each line item meeting specifications or the total bottom line bid at the discretion of the Shelby County Board of Education.
- (D) In the event that two or more vendors bid the same amount on the same item, a coin toss will determine the vendor awarded that item.

V. CONTRACT PERIOD/PRICING

- (A) The period of this contract is for one (1) year beginning July 1, 2026, with the option to extend the bid for an additional two years.
- (B) The extension must have the mutual consent of the vendor and the Shelby County Board of Education. All terms and prices must remain the same.
- (C) Prices should be good for the length of this contract.
- (D) Prices should include installation when requested and delivery to all Shelby County School sites. All shipping charges will be paid by the vendor.
- (E) Discounts/Credits/Rebates
 1. The Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the vendors to report this information on a less frequent basis than monthly, but no less frequently than annually;
 2. The Vendor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 3. The Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Shelby County Board of Education.

(G). Allowable Costs

1. Allowable costs will be paid from the nonprofit school food service account to the vendors net of all discounts, rebates and other applicable credits accruing to or received by the vendors or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The vendors must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The vendors must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The Vendor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
Discounts/Credits/Rebates

(H) Prohibited expenditures

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

VI. INVOICING/PAYMENT

(A) INVOICING

1. All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship-to Department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Shelby County Board of Education
Child Nutrition Department
P.O. Box 1910
410 East College Street
Columbiana, AL 35051

2. If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the Board of Education to process payment. Purchase orders will be issued as deliveries are required.
3. At the time of delivery to the schools, two (2) copies of the vendor's invoice shall be left with the School Nutrition Designee.
4. All copies of the invoice are to be signed at the time of delivery to the schools by the School Nutrition Designee.
5. A credit or replacement will be issued for damaged or unacceptable items as determined by the Director of School Nutrition. Replacement of damaged or unacceptable items will be made no later than the next delivery date. In the event of errors, a credit/debit shall be issued against the invoice as it was presented to the School Nutrition Designee. The credit or debit shall be sent to the address listed above.

(B) PAYMENT

Payment will be made by check or by credit card.

VII. QUANTITIES/ORDERS/DELIVERIES

- (A) The original order will be placed at the time the contract is awarded.
- (B) Number of days required for delivery must be stated and will become a part of the terms of this bid contract.
- (C) Brand Name Reference: the acceptable specified brand(s) are indicated in this bid document. The board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the specified item. Bidders offering substitutions must provide written specifications noting any and all changes to the original specifications, and submit for approval at least 7 days prior to the bid opening. Bidders will be notified of approved equivalent substitutions.
- (D) The bidder shall deliver inside each school kitchen receiving point. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.
- (E) Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Shelby County Schools System.
- (F) In the event of an emergency, if the vendor cannot deliver in a timely manner; the Board of Education has the option to purchase those goods from another source with no penalty to either party.
- (G) Grades of produce (if applicable) are based on standards established by the U.S. Department of Agriculture productions and Marketing Administration. Fruits and vegetables supplied must be of the grade specified for the item. Grade indication Should be the condition of the item upon delivery.
- (H) Grade and Quality of produce (if applicable) shall be U.S. #1 commercial, unless otherwise stated. All items shall be packed to the Standard for the USDA Grade or Size as specified in the bid. All items must be labeled by brand name, product code and/or any other identification, which clearly identifies the product when delivered. Site managers have the right to refuse to accept products that do not meet quality standards. The invoice/delivery ticket will be corrected at the time of delivery. Product not accepted will be replaced the following business day. If product has been rejected, the quality conditions, which caused the rejection, must be corrected. Chronic quality conditions will not be tolerated.
- (I) Packaging of fruits and vegetables (if applicable) shall be packed in clean containers suitable to the best preservation of quality of the item within. Where count is indicated, this figure refers to the machine count and may vary by plus or minus 2%. Weights of produce do not indicate the container.

VIII. BOND REQUIREMENTS

Vendor must comply with the Alabama Competitive Bid Law. **The Shelby County Board of Education will not require a bid bond on this contract.**

IX. WARRANTIES/SERVICES

- A. All warranties must be clearly stated.
- B. Availability of service must be clearly stated along with service contract pricing.
- C. The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

X. 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 including but not limited to the following when applicable:

1. DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148).
Vendors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must comply with the Davis-Bacon. Vendors and sub-vendors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates.
2. CONTRACT WORK HOURS AND SAFETY STANDARDS (40 U.S.C. 3701-3708)
Vendors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with vendor's performance of work under this contract, vendors agree not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
3. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT 37 CFR Part 401.
If the Federal award meets the definition of "funding agreement" under 37 CFR part 401.2 and the recipient or sub-recipient wished to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental development, or research work under that funding agreement," the recipient of sub-recipient must comply with the requirements of 37 CFR Part 401,
"Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
4. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)
Compliance with all applicable standards, orders or requirements under section 306 of the Clean Air Act (42 U.S.C.1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the Shelby County Board of Education of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
5. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)
The prospective lower tier participant certifies, by submission of this proposal or contract, 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.
6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)
Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

7. **PROCUREMENT OF RECOVERED MATERIALS (See 200.322)**
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]
8. Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
9. **RECORD RETENTION AND ACCESS CLAUSE**
The vendor agrees to maintain and retain all other documents relative to this agreement for three (3) years after final payment. The Shelby County 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.
10. **BUY AMERICAN STATEMENT**
It is the intent of the Shelby County Board of Education to strictly adhere to the USDA’s “Buy American” Provision. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the CNP Coordinator, a minimum of 3 days in advance of delivery. The request must include the:
- (1) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specifications of the domestic product.
11. **GEOGRAPHIC PREFERENCE**
- a. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
 - b. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing

eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

12. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the Shelby County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Preference will be given to these organizations as long as price is within 5% of lowest bid price.

13. CIVIL RIGHTS STATEMENT

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, [AD-3027](#), found online at How to File a Program Discrimination Complaint 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, Mail Stop 9410, Washington, D.C. 20250-9410;
2. **Fax:** 2. Fax: (202) 690-7442; or
3. **Email:** program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

14. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

XI. SPECIFICATIONS

- A. Bidder must be able to supply bottled water of various sizes (if applicable) and coolers for all of Shelby County Schools on an as needed basis.
- B. Supply on-going cleaning and maintenance including, serving equipment for water coolers for the contract duration, on an as needed basis.
- C. Must have the ability to deliver and replace at a minimum of (1) once on a weekly and/or twice (2) on a monthly basis.

- D. Provide as needed, drinking cups of various type, size, and quality.
- E. The ability, capacity, and skill of the bidder to perform the service required within a specified time.
- F. The quality and availability of the supplies or contractual services, to the particular use required.
- G. Provide all necessary labor, equipment, and materials and supervision necessary to perform the work as required.
- H. The quality of performance of previous contracts or services.
- I. Sustainable financial resources to perform the contract or provide the services.
- J. Must comply with all applicable Federal, State, and County regulations and guidelines as pertaining to services.
- K. Due to security and safety concerns, all vendor employees are required to wear badges to identify who they are.
- L. At no cost to Shelby County Schools, the awarded vendor shall be required to provide quarterly, bi-annual and annual usage reports or reports requested by the Shelby County Board of Education.

XII. ALABAMA IMMIGRATION LAW

- A. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act includes several sections that affect the financial operations of Alabama School boards.
- B. Effective April 1, 2012, every business entity or employer doing business in Alabama is required to enroll in E-Verify* and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. {See Section 31-13-15(b)}

**If you are an out-of-state employer with NO EMPLOYEES located in the State, then registration in E-Verify is not required, but a statement to such is required.*

- C. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012 through the competitive bidding process. {See Section 31-13-9(a) & (b) and Section 31-13-25(b)}.
- D. Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract* by a school board to a business entity or employer with one or more employees working in Alabama; the business entity or employer must provide 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 vendors's E-Verify Memorandum of understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification 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.

**Act 2012-491 defines the term contract as, "...a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid..."*

- E. If you have not previously supplied evidence of compliance with the Alabama Immigration Law to Shelby County Schools you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

SPECIFICATIONS

GROUP I: 5-Gallon Water				
ITEM #	DESCRIPTION	MFG.	PRODUCT #	PRICING
1	Distilled Water 5 gallons			
2	Natural Spring Water 5 gallons			
3	Filter Water 5 gallons			
4	Purified Water 5 gallons			
GROUP II: Cooler Rental				
1	Monthly Cooler Rental-Top Loader (Standard Sized Capable of Holding 5 gallon Water Container)			
2	Monthly Cooler Rental-Bottom Loader (Standard Sized Capable of Holding 5 gallon Water Container)			
GROUP III: Dispenser Cups				
1	Plastic Cups, Flat Bottom 7 oz			
2	Styrofoam Cups 8 oz			
3	Styrofoam Cups 12 oz			
4	Styrofoam Cups 16 oz			
GROUP IV: Bottled Water				
1	Bottled Spring Water 10 oz			
2	Bottled Spring Water 16.9 oz			
3	Bottles Spring Water 20 oz			
4	Bottled Purified Water 16.9 oz			

SHELBY COUNTY BOARD OF EDUCATION

Bid Summary Page

BID # 26-09

CNP Bottled Water, Cups and Cooler Rental

THE UNDERSIGNED OFFERS THESE PRICES, TERMS, AND DELIVERY AS PER BID SPECIFICATIONS. BY SIGNING THIS FORM, HE/SHE SWEARS/AFFIRMS THAT HE/SHE HAS NOT BEEN A PARTY TO AGREEMENTS OR COLLUSION THAT WOULD RESTRAIN COMPETITION.

Group I: 5-gallon water \$ _____

Group II: Cooler Rental \$ _____

Group III: Dispenser Cups \$ _____

Group IV: Bottled Water \$ _____

TOTAL BID \$ _____

Days For Delivery: _____ **BID BOND NOT REQUIRED ON THIS BID. SEE SECTION VI**

Company Submitting Bid:	
Complete Mailing Address:	
Telephone Number:	Fax Number:
Website:	Email:
Tax ID Number:	

Certificate of Independent Price Determination

In all respects, I certify this bid is made without prior understanding, agreement, or connection with any other company or person and I have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign the ITB for the company submitting it.

Officer's Authorized Signature	Print Officer's Name and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

This _____ Day of _____, 20__

Notary Public Signature: _____

THIS BID MUST BE NOTARIZED.

THIS IS YOUR CONTRACT WITH THE SHELBY COUNTY BOARD OF EDUCATION.	
The Superintendent hereby executes this bid.	
Superintendent of Education	Date

EXPERIENCE STATEMENT

List at least three references for work of a similar nature performed within the last three years.

Description	Year	Amount	Customer	Phone Number
		\$		()
		\$		()
		\$		()
		\$		()
		\$		()

I hereby certify that I have performed the work listed above.

Signature of Bidder

Date

VENDOR CONTACT INFORMATION

Please complete all areas.

COMPANY NAME: _____

CONTACT PERSON: PRODUCT INFORMATION (Ingredients listings and nutrient analysis)

Name/Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: BILLING QUESTIONS, CREDITS, DAMAGED OR INCORRECT INVOICES

Name/Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email: _____

CUSTOMER SERVICE: PROBLEMS/COMPLAINTS (DELIVERY & PRODUCT ISSUES)

Name/Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: EMERGENCIES AFTER/BEFORE HOURS

Name/Title: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email: _____

SCHOOLS		NUMBERS		CAFETERIA MANAGERS
Calera High	100 Eagle Drive Calera, AL 35040	Office: 682-6100 Cafeteria: 682-6106	Manager-Megan Spain Asst Manager-Flora Shuey	
Calera Elementary	855 10th Street Calera, AL 35040	Office: 682-6120 Cafeteria: 682-6126	Manager-Katie Dixon Asst Manager-Pam Fondron	
Calera Intermediate	8454 Highway 31 Calera, AL 35040	Office: 682-6500 Cafeteria: 682-6506	Manager-Regina Gothard Asst Manager-Carly Pair	
Calera Middle	9178 Highway 22 Montevallo, AL 35115	Office: 682-6140 Cafeteria: 682-6146	Manager- Adreanne Conwell Asst Manager-Heather Hanson	
Chelsea High	10510 Highway 11 Chelsea, AL 35043	Office: 682-7200 Cafeteria: 682-7206	Manager-Jennifer Lamoureux Asst Manager-Mary Hartley	
Chelsea Middle	2315 Highway 39 Chelsea, AL 35043	Office: 682-7210 Cafeteria: 682-7268	Manager-Lori Bright Asst Manager-Crystal Wideman	
Chelsea Park Elem	9000 Chelsea Park Drive Chelsea, AL 35043	Office: 682-6700 Cafeteria: 682-6706	Manager-Alisha Cooper Asst Manager-Cynthia Blackerby	
Columbiana Middle	222 Joinertown Road Columbiana, AL 35051	Office: 682-6610 Cafeteria: 682-6616	Manager-Kelly Johnstone Asst Manager-Brandi Bailey	
Elvin Hill Elementary	201 Washington Street Columbiana, AL 35051	Office: 682-6620 Cafeteria: 682-6626	Manager-Stephanie Miller Asst Manager-Hannah Whitner	
Forest Oaks Elementary	1000 Hornet Parkway Chelsea, AL 35043	Office: 682-7226 Cafeteria: 682-xxxx	Manager-Stephanie Wade Asst. Manager-Candase Britt	
Helena Elementary	187 Third Street Helena, AL 35080	Office: 682-5540 Cafeteria: 682-5546	Manager-Valorie Garner Asst Manager-Amanda Cortorno	
Helena Intermediate	3500 Hwy 52 Helena, AL 35080	Office: 682-5520 Cafeteria: 682-5526	Manager-JoAnn Jones Asst Manager-Gennie Dollentas	
Helena High	1310 Hillsboro Parkway Helena, AL 35080	Office: 682-3650 Cafeteria: 682-3656	Manager-Amy Newman Asst Manager-Christine McCarthy	
Helena Middle	1299 Hillsboro Parkway Helena, AL 35080	Office: 682-5300 Cafeteria: 682-5306	Manager-Erica Hudson Asst Manager-Lucy Harris	
Inverness Elementary	5251 Valleydale Road Birmingham, AL 35242	Office: 682-5240 Cafeteria: 682-5246	Manager-Priscillia Webber Asst Manager-Michele Cauthen	
Mt Laurel Elementary	1321 Dunnavant Valley Rd Birmingham, AL 35242	Office: 682-7230 Cafeteria: 682-7236	Manager-Adriane Green Asst Manager-Melissa Powell	
Montevallo High	980 Oak Street Montevallo, AL 35115	Office: 682-6400 Cafeteria: 682-6406	Manager-Wendy Davis Asst Manager-Pamela Johnson	
Montevallo Elementary	171 Jeter Circle Montevallo, AL 35115	Office: 682-6420 Cafeteria: 682-6426	Manager-Carol Johnson Asst Manager-Phyllis Weeks	
Montevallo Middle	235 Sanford Street Montevallo, AL 35115	Office: 682-6410 Cafeteria: 682-6416	Manager-Tabitha Vinson Asst Manager-Evona Vance	
Oak Mountain High	5476 Caldwell Mill Rd Birmingham, AL 35242	Office: 682-5200 Cafeteria: 682-5206	Manager-Shelley Blackburn Asst Manager-Jamie Denham	
Oak Mountain Elementary	5640 Cahaba Valley Rd Birmingham, AL 35242	Office: 682-5230 Cafeteria: 682-5236	Manager-Nancy Russo Asst Manager-Kelly Benson	

Oak Mountain Intermediate	5486 Caldwell Mill Rd Birmingham, AL 35242	Office: 682-5220 Cafeteria: 682-5226	Manager-Ashley Cutchin Asst Manager-Mary McLaughlin
Oak Mountain Middle	5650 Cahaba Valley Rd Birmingham, AL 35242	Office: 682-5210 Cafeteria: 682-5216	Manager-Dave Dunston Asst Manager-Rhonda Frazier
Shelby County High	101 Washington Street Columbiana, AL 35051	Office: 682-6600 Cafeteria: 682-6606	Manager-Racheal Teal Asst Manager-Sheila Mitchell
Shelby Elementary	19099 Highway 145 Shelby, AL 35143	Office: 682-6630 Cafeteria: 682-6636	Manager-Carla Hilliard Asst Manager-Cindy Lowery
Vincent High	42505 Highway 25 Vincent, AL 35178	Office: 682-7300 Cafeteria: 682-7306	Manager-Cassie McCluskey Asst Manager-Brooklyn Davis
Vincent Elementary	40800 Highway 25 Vincent, AL 35178	Office: 682-7320 Cafeteria: 682-7326	Manager-Connie Mead Asst Manager-Amy Theabolt
Wilsonville Elementary	71 School Street Wilsonville, AL 35186	Office: 682-6640 Cafeteria: 682-6646	Manager- Asst Manager-Katherine Davis

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that firm being represented is authorized to do business in the State of Alabama, and hereby that he or she has examined and fully comprehends the requirements of and specifications for the Shelby County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Date

Authorized Signature

Title

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must have obtained prior approval and fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer those samples accompanying the bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THE ENCLOSED DEVIATION FORM.
FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

DATE: _____

COMPANY: _____

SIGNED: _____

TITLE: _____

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*APPLICANT'S ORGANIZATION

*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

PREFIX *FIRST NAME: MIDDLE NAME:

*LAST NAME: PREFIX:

*TITLE:

*SIGNATURE:

*DATE:

Non-Collusion Affidavit

I, _____ an authorized agent/representative of _____ attest that the Invitation to Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Invitation to Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to: BY _____
Authorized Signature of Bidder

Printed Name of Bidder

Before me this _____ day of _____, 20_____.

Signature of Notary

County of: _____

My Commission expires: _____

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 Suspensions, 34 C.F.R. Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are 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.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in the 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 proposal 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 proposal that it will include the 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.

ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

All Vendors wishing to submit bids must be able to provide the Shelby County School System with evidence of their compliance with the Alabama Immigration Law as described in Section IX of this bid.

Please respond to the following and submit this form with your bid.

_____ I have read and understand the expectations for materials which will demonstrate compliance with the Alabama Immigration Law.

_____ I understand that any award is contingent upon receipt of all materials necessary that demonstrate compliance.

_____ This company has no operations or employees within the state of Alabama, therefore the Alabama Immigration Law requirements do not apply. However, should this company be awarded this contract and should this company later employ individuals in the state of Alabama, this company will comply with and submit all necessary documentation for compliance with this law.

Or

_____ This company has already submitted all necessary documents to the Shelby County School System Accounting Department which verify compliance with the Alabama Immigration Law.

Or

_____ This company meets the requirements for compliance with the Alabama Immigration Law and has included the necessary materials within this bid response.

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Name (Print or type): _____

Title: _____

Signature: _____

Failure to properly execute the above exhibit must be considered grounds for rejecting this bid.

CNP Bid #26-09 was mailed to the following vendors:

1. Coca Cola Bottling Company United, Inc.
dba Classic Food & Vending Services
Attn: Anglia Hare or Bid Dept.
4600 East Lake Blvd
Birmingham, AL 35217
2. Crystal Mountain
Attn: Bid Dept
1100 Power Plant Road
Bessemer, AL 35022
3. Buffalo Rock Company
Attn: Tim Benefield or Bid Dept.
P.O. Box 2247
Birmingham, AL 35202
4. Culligan Water
Attn: Bid Dept.
317 Cahill Drive NW
Huntsville, AL 35811
5. Water Way Distributing Co.
Attn: Reid Deshazo or Bid Dept.
510 35th Street North
Birmingham, AL 35222
6. The Roberts Group
dba Crystal Mountain
Attn: Bid Dept.
P.O. Box 5810
Huntsville, AL 35814
7. The Merchants Company
dba Merchants Foodservice
Attn: Bid Dept.
2450 Big M Blvd.
Clanton, AL 35045
8. Red Diamond Inc.
Attn: Elise Sanders or Bid Dept.
P.O. Box 11407-1422
Birmingham, AL 35246
9. Crystal Springs Water
Attn: Bid Dept.
3008 Commerce Square S
Irondale, AL 35210