

**Alabama State Department of Education
Supporting Programs, Child Nutrition/Food Distribution**



**Request for Proposals
RFP ALSDE 2016-01**

**STATEWIDE PROCUREMENT
MANUFACTURER DIRECT BID ITEMS**

All submissions related to this RFP are to be addressed to:

Mr. Jacky P. Todd
Administrator – Office of Operations
Alabama State Department of Education
50 North Ripley Street, Room P305
Gordon Persons Building
Montgomery, AL 36104
Telephone 334-242-9760
E-mail: jtodd@alsde.edu

Deadline:

- Inquiries must be submitted to Mr. Jacky P. Todd by no later than 4:30 p.m. CST on January 22, 2016.
- RFP bids must be received no later than 4:30 p.m. CST on January 29, 2016.
- Bidders are required to clearly mark their envelope in the lower left corner as follows:

RFP# ALSDE 2016-01

- Response packages that are not marked will be rejected.
- Faxed and emailed responses will not be accepted.
- The public bid opening will be held at 9:00 a.m. CST on February 1, 2016.

Alabama State Department of Education
50 North Ripley Street, Room P104
Gordon Persons Building
Montgomery, Al. 36104

USDA NONDISCRIMINATION STATEMENT

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination 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, 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.

This institution is an equal opportunity provider.

IMPORTANT POINTS TO REMEMBER:

- 1) Identify your Bid Package with the Request for Proposal (RFP) number in the lower left corner of the envelope as follows:

RFP ALSDE 2016-01

- 2) Bids must be received by 4:30 p.m. CST on January 29, 2016. Bids received after 4:30 p.m. CST on January 29, 2016, will not be considered. Bids will be publicly opened at 9:00 a.m. CST on February 1, 2016.
- 3) Quote the delivery unit price, regardless of weight or volume.
- 4) The proposal must be signed by an official authorized to legally bind the bidder to the information provided.
- 5) The following checklist is for required materials that must be submitted with your acceptable bid.

___ You must submit an original and five (5) exact copies of all required documents in your bid package. Your bid must be signed by an authorized officer of the company. Broker's signatures are not allowed.

___ You must complete and return the RFP Product Identification Bid Sheets. Only enter bids for the items you are approved for and wish to be awarded. You may leave blank or enter "No bid" for items you are approved for but do not wish to bid on.

___ You must complete, sign and return the Debarment Certification Form.

___ You must complete, sign and return the Bidder Information Form.

___ Bidders are required to submit a copy of the product specification sheet and CN Labels or product formulation statements as specified for all food products being bid.

- 6) RFP Table of Contents:

- Section 1 General Conditions
- Section 2 Special Conditions
- Section 3 Bid Instructions
- Section 4 Debarment Certification Form
- Section 5 Bidder Information Form
- Section 6 Product Identification Bottom Line Bid Sheets (if applicable)
- Section 7 Product Identification Line Item Bid Sheets (if applicable)

- 7) ALSDE anticipates that the bid evaluation will be complete by February 12, 2016. Successful bidders will then be notified by award letter.
- 8) This is a competitive bid. Several manufacturers have been approved to submit bids on each item of this RFP. The items listed on the attached Product Identification/Bid Sheets are the ones you've been approved to bid on and you are the only manufacturer shown. **Please be aware that several other manufacturers will submit bids on the items shown on your bid sheet.**

1 GENERAL CONDITIONS

1.1 General Conditions

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence. Further, it is to be understood that the Alabama State Department of Education (ALSDE) reserves the right to waive any general or special condition if it is in the best interest of the State, so long as the waiver is not given so as to deliberately favor any single bidder and the waiver would have the same effect on all bidders.

1.2 Bidder Responsibility:

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

1.3 Clarification:

If clarification is required, the request shall be made to ALSDE no later than five working days prior to the bid submission deadline. Responses from ALSDE regarding any inquiries to this RFP will be posted on the department's website at <http://www.alsde.edu> and it is the bidder's responsibility to review the website for updated information. ALSDE will provide a written addendum if it is determined that all prospective bidders should have benefit of the clarification. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

Bidders shall acknowledge receipt of any addendum to the solicitation by returning the addendum with the bid, by identifying the addendum number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the ALSDE.

Please note: A non-compliant bid offered as a result of a verbal response to a telephone request will be rejected. Any protest based on such a rejection will not be heard!

1.4 Product Identification:

This is a qualified product specification. Bidders must bid on the specific products requested. Deviations from this requirement will not be considered. Any bid submission of "alternates" will be rejected. Any bid submission of non-preapproved items will be rejected.

1.5 Liability:

Subsequent to the awarding of a contract, the bidder will be liable for any expense, including legal fees, incurred by ALSDE or any school district as a result of violations of the contract terms by any bidder.

1.6 Error in Bid:

In case of an error in the price extensions, the base bid/bid unit will govern. No altered or amended bid will be accepted after the specified time and date set for the bid submission.

1.7 Award:

- a. Contracts will be established between the most qualified, responsive, and responsible bidder with the best price and ALSDE, except as may otherwise be specified in the RFP. Awards will be based on the line item pricing or bottom line groupings as specifically noted.
- b. ALSDE reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of ALSDE, bids submitted by that bidder will be rejected.

- c. There will be a thorough review process after the bid opening. A bid evaluation team will check all aspects of each proposal. If the apparent low bidders' proposal is found to be error free and does, in fact, represent the lowest responsible offering, that bid will then be recommended for approval and the successful bidder will be notified by award letter. If, however, an error is discovered and the error is a mistake in the extension, the correct extension will be applied. Should a corrected extension cause the bid price to be escalated to such an extent that the bid was no longer "low," then the same evaluation would be applied to the next low bidder's offering until a true low bid is awarded.

1.8 Taxes:

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

1.9 Gifts, Rebates, Gratuities:

Acceptance of gifts from bidders and the offering of gifts by bidders is prohibited. No employee of ALSDE or any school district within the state or any other entity purchasing or receiving food under provision of the RFP shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision and conflicts of interest are punishable under the laws of the State of Alabama and Federal Regulations.

1.10 Application:

It is understood and agreed to by the bidder that this contract is entered into solely for the convenience and for any economic advantage afforded to school districts and other qualified entities of the State of Alabama participating in the National School Lunch Program. All purchases made by or for the school districts and other qualified entities of products included under provisions of this contract shall be purchased from the distributor receiving the award, and shall be the bidder's labeled product as specified by the contract. Distributors will not be permitted to substitute any item except as may be approved by the ALSDE.

1.11 Disclaimer:

Employees of the ALSDE and school districts have acted exclusively as agents of the state for the award, consummation and administration of this contract and are not liable for any performance or non-performance on the part of any school district, or other qualified participant or any third party participant.

1.12 Bid Openings:

Bid openings will be conducted open to the public. The openings will serve only to open and read the bottom line prices for the appropriate food categories of each bid. The bid price for each line item may also be read. No discussion will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. Any bidder making provisions to service a contract on the basis of information obtained at the bid opening does so at their own risk. ALSDE has no obligation to any contract except as would be authenticated by a written award letter from ALSDE.

1.13 Assignment:

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

1.14 Bid Submission:

You must submit an original and five (5) exact copies of all required documents in your bid package. Your bid must be signed by an authorized officer of the company. Broker's signatures are not allowed.

1.15 Alternate Award:

ALSDE reserves the right to make an alternate award when it would be to the best interest of the state. The issuing of an alternate award would be done to insure a constant source of supply for the distributors.

Purchases by a distributor from other than the awarded bidder without prior approval of the ALSDE will not be tolerated.

1.16 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, performance and otherwise by the laws of the State of Alabama and the United States. Bidder shall comply with applicable Federal, state and local laws and regulations.
- b. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- c. The bidder agrees to retain all records and other documents relative to this agreement for three (3) years after the end of each contract year. The district, 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.
- d. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and/or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this RFP.
- e. By signing this document, the bidder certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.

1.17 Federal Contract Conditions:

All funds being administered through ALSDE under the Child Nutrition Program are Federal and therefore are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

- a. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- b. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- d. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Bidders must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- g. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- h. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- i. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- j. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2 SPECIAL CONDITIONS

2.1 Scope & Purpose:

The purpose of this RFP is to establish a contract or contracts, between ALSDE and the bidder(s), for food and supplies used in Child Nutrition Food Service Programs throughout the state. This contract will establish a maximum price that an awarded distributor(s) will pay for any item covered by the contract during the term of that contract. ALSDE will establish a contract(s) for the distribution of these items to the awarded distributor(s) and other qualified recipients under another contract(s).

The Distribution Contract(s) will be effective on June 1, 2016. Bidders that are awarded contracts under this RFP will be expected to deliver product to these successful distributor(s) effective June 1, 2016.

The successful distributor(s) will be responsible for purchasing, warehousing and distributing the food. Bidders are obligated to furnish the items covered by the contract at prices that do not exceed the contract price in the quantity requested by the awarded distributor(s).

2.2 Contract Duration

The duration of these contracts shall be twelve (12) months from the effective date of June 1, 2016, through May 31, 2017. ALSDE reserves the right to extend this contract for four (4) additional twelve (12) month periods. Any contract extension is contingent upon written approval of both ALSDE and the awarded bidder(s). If during the term of the contract or at the end of the term of the contract it becomes necessary for ALSDE to obtain sourcing from a different supplier ALSDE reserves the right to extend the terms of the contract with the current supplier for up to ninety (90) days to continue a source or sources of supply until new or replacement contracts are completed.

2.3 Substitutions:

It is understood that if an item is listed on the contract, distributor(s) will not accept delivery of any other than the specific product label listed on the contract unless the awarded bidder is unable to supply the item. In such case, Section 1.15 Alternate Award will prevail. ALSDE will only authorize substitutions under emergency conditions and at no time authorize the substitution of any product that has not been reviewed and approved as meeting the specifications of the awarded item.

2.4 Restriction:

No purchase shall be made under the provisions of the contract, of items not specifically listed and authorized by the contract or any addendum thereof.

2.5 Co-Packs

No approval of any product packed for a distributor's private label will be accepted. Delivery of such products in lieu of the exact approved product will result in the disqualification of the bidder for the duration of the current contract and the next contract period.

2.6 Bid Unit Price:

Each item is to be priced separately by offering the bid unit price as per designation in the specification. In the event that the unit designation required by the specification is different than the standard package offered by a bidder, that bidder shall convert the quantities to conform with the bid unit set forth in the specifications, i.e., convert 6/#10 to 4/1 gallon. Failure to make the conversions may be cause for rejection.

2.7 Firm Bid Price:

Each item will be bid separately (line item) or by groups (bottom line) as indicated on the Product Identification/Bid Sheet(s). Price shall be applicable to bid unit. Payment term discounts will not be considered.

ALSDE is requesting firm pricing for the term of the contract. It is understood that, with some categories of food, firm pricing for this bid period may not be realistic. Therefore, bidders will be permitted to apply for price changes not more than twice during the term of the contract. The first request will not be considered within the one hundred eighty (180) day period immediately following the effective date of the contract (June 1, 2016). A second request for a price change shall not be considered until after an additional 180-day time frame. Any request for a price increase must be substantiated by product cost figures applicable to the pricing for the original bid and to the increase being requested. These figures must be verifiable by legitimate market bulletins, i.e. Urner Barry White Sheet/Yellow Sheet. Requests made on the basis of profit margin increases will not be accepted. Invoices are not satisfactory documentation. If the bidder's price increase is not justifiable, ALSDE reserves the right to seek an alternate supplier, provided however, that the alternative agreement will be made with an alternate supplier whose price is in the best interest of ALSDE and must be commensurate with the change in the market price.

The 180 day price change requirement will be waived in approved situations where the market is affected by natural causes, "Acts of God," force majeure, or any other emergency beyond the parties' control.

In the event there is a drop in the market price of any item or items covered by the contract, ALSDE will request a reduction in pricing by the bidder. Should the bidder refuse, ALSDE reserves the right to seek an alternate supplier, provided however, that no agreement will be made with an alternate supplier that does not provide a price lower than the price provided by the contract with the awarded bidder, and the reduction must be commensurate with the reduction in the market price.

2.8 Cash Discounts:

Because the contract is to provide pricing for use by distributor(s), cash discounts are not required and will not be used in the award. Cash terms may be made available to distributors at the discretion of the bidder.

2.9 Promotional Allowances and Volume Incentives:

The bidder is required to identify any and all rebates, promotional allowances, and incentives to ALSDE. Federal law regarding the Federal Funds used in the awarding of this bid requires all rebates, promotional allowances and incentives to be returned to ALSDE and does not allow distributors to qualify for any promotional allowances and incentives offered in this bid.

Each bidder must list all rebates, promotional allowances, and volume incentives by product line and designate the amount of the promotional allowance or volume incentive on the Product Identification Bid Sheet(s) for each item. ALSDE will file promotional allowance requests to bidders on a monthly basis. Remittance shall be made to ALSDE.

Bidder understands that product(s) are purchased by distributors and then sold to recipients. Monthly promotional allowance requests filed by ALSDE on behalf of recipients are based on the month the product is sold to the recipients. In the event of cancellation by the bidder of the entire contract or specific product(s) during the contract period or at the time of annual renewal, the bidder is responsible for payment of promotional allowances for product(s) delivered to recipients for 90 days after the cancellation or until all distributor's inventory of that product(s) is depleted whichever comes first.

Promotional allowances must be quoted on the Product Identification Bid Sheet(s) and will be included in the determination of the award.

2.10 Freight:

All bids shall be offered F.O.B. Distributor Point with freight charges being the responsibility of the bidder. For purposes of determining freight, most of the potential distributors are located in or close proximity to the following cities:

Birmingham, Alabama	Gadsden/Anniston, Alabama	Montgomery, Alabama
Huntsville, Alabama	Dothan, Alabama	Mobile, Alabama

Bids for the distribution of product(s) for the Statewide Purchasing Program shall be divided into six (6) geographic regions in Alabama. Those items awarded the winning bid will be the specific item delivered.

2.11 Packaging:

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

2.12 Termination:

- a. All items specified in this bid have been preapproved by the state Product Advisory Committee (PAC). Therefore, the quality is expected to be equal to that which was originally approved. However, in the event that written notification of an unsatisfactory product(s) is received from Child Nutrition Program directors of the districts participating in the statewide procurement program, the bidder will be notified the product(s) in question are proving to be unsatisfactory. Unsatisfactory includes, but is not limited to:
- 1) Portion/serving size is consistently less than the size required for that item in the specifications
 - 2) Description/packaging differences from the approved product affects school staff preparation
 - 3) Failure to provide an adequate supply of product
 - 4) Taste and/or texture of the product is unacceptable to the students
 - 5) Formulation change that results in the product no longer meeting the approved criteria

ALSDE will notify the awarded bidder in writing as to the nature and extent of the problem(s). In the event that the bidder is unable to correct the problem(s) in a timely manner the bidder will be provided written notification a product(s) is unsatisfactory. At that time the product(s) may be cancelled and no additional orders will be placed for the unsatisfactory product(s). Inventories of the cancelled product(s) will be the responsibility of the bidder and removal must be coordinated with the participating distributor(s) within thirty (30) days. The bidder will be held responsible for resolving any payment/refund issues between them and the distributor for the inventory on hand at each participating distributor(s) at the time of cancellation.

- b. In case of default on the part of a bidder, ALSDE will authorize distributors to acquire substitute items not available due to the default from other sources. ALSDE shall hold the defaulting bidder responsible for excess cost caused by the default, however, the substitute items shall be equal in quality and quantity, as determined by ALSDE, and approved by the PAC. The ALSDE will allow bidders the opportunity to rectify significant problems before canceling their contract. However, ALSDE reserves the right to restrict and/or disqualify a bidder/contractor from future RFPs originating from this office.
- c. The bidder is expected to deliver to the awarded distributor(s) the full amount ordered by the distributor. Failure to deliver the necessary quantities without notification to the distributor and ALSDE shall allow ALSDE to obtain product from an alternate supplier. Any and all costs of the replacement product above the awarded bid price shall be paid by the bidder failing to deliver the required amount of product.
- d. In the event of a cancellation initiated by the bidder, the bidder will be required to honor the contract, all a orders and rebates/promotional allowances for up to ninety (90) days to continue as a source or sources of supply until a new or replacement contract(s) is completed. Cancellation by ALSDE does not relieve the bidder of any liability arising out of a default or non-performance. (See 2.9)
- e. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled upon termination. The Contract may be canceled by either party for cause with a ninety (90) days written notice. ALSDE is the responsible authority for the settlement and satisfaction of all contractual and administrative issues. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

If either party shall fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the agreement by giving ninety (90) days written notice, or, in the case of ALSDE, effect such other arrangements as ALSDE deems desirable during the continuation of the bidders inability or failure to perform.

Neither the bidder nor ALSDE shall be responsible for any losses resulting from failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to circumstances beyond the reasonable control such as: war, riot, acts of public enemies, or other disorders, strike or labor of other work stoppage, fire, flood, natural disasters, Acts of God, or any

other act not within the control of the party whose performance is interfered with or material shortage is a result of, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a Force Majeure. In the event of a Force Majeure the bidder will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the bidder and ALSDE.

2.13 Contract Application:

The terms and conditions set forth in this RFP shall become part of the contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this request and any assurances made by the successful bidder in satisfaction of the RFP shall become a part of the agreement between the ALSDE and the successful bidder. ALSDE shall have the right to rely upon the documents and assurances submitted by the successful bidder.

2.14 Product Changes:

The products identified in this RFP were selected based on the best information available. Should changes in the product formulation occur after the bid is awarded, the bidder must notify the ALSDE thirty (30) days in advance of any proposed change and provide a copy of the new product name, product code number, ingredient statement, and nutritional analysis. Failure to notify ALSDE of any change in product formulation may result in permanent disqualification of the product.

If changes in the formulations from the original specifications render the product unacceptable or if the nutritional value of the new product is unacceptable, the ALSDE reserves the right to remove the product from the qualified products list, to discontinue purchase of the product and to seek an alternate supplier of an acceptable product.

2.15 Change in Ownership:

If the bidder changes ownership during the contract period and proceeds to change the name, product specifications, product code number, or ingredient statement, the ALSDE reserves the right to seek an alternate supplier of an acceptable product. It is the responsibility of the bidder to notify ALSDE within 30 days of changes in ownership. Changes in ownership shall not relieve the bidder of the obligations of the contract.

2.16 Product Protection Guarantees:

School districts have product protection recourse against suppliers for product safety. The supplier whose name and address appear on the package is the responsible party. Bidders are expected to take immediate action to correct any situation in which product integrity is violated.

2.17 Products "Quoting On":

Approved products are listed by bidder. Only those products listed are eligible to be bid.

2.18 Units of Purchase:

Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the identification will specify the exact pack. When a bidder wishes to quote a pack size which is different from the unit specified in the product identification, a different size may be quoted. The bidder shall always mark out the pack specified and insert the pack being bid. Bidders are not required to "repackage" to conform with the bid requirement.

When units of pack vary from one packer to another, it is necessary to specify the bid unit to other terms, i.e., pounds, each, 100s, 1000s, etc.

2.19 Terms of Reference Specific to Product Identification:

- a. **IMPS:** Institutional Meat Purchase Specifications (IMPS) were developed by the National Association of Meat Purveyors. The packer must be able to certify to the bidder and/or user that the product meets the IMPS specifications. These specifications standardize various fresh meat cuts or combination products for purposes of trade identification as to how they are cut, trimmed, ground, mixed, blended and the refrigeration requirements of, chilled or frozen. No product containing dry milk solids will be approved.

Formulas: The following formulations of products apply to the identification utilized in this bid:

Wieners:

- Formula A** - beef and pork (in any combination)
- Formula B** - beef, pork (beef is predominant)
- Formula C** - pork, beef (pork is predominant)
- Formula D** - beef

Bologna:

- Formula A** - beef and pork (in any combination)
- Formula B** - beef, pork (beef is predominant)
- Formula C** - pork, beef (pork is predominant)

Smoked Sausage:

- Formula A** - pork
- Formula B** - pork, beef (pork is predominant)
- Formula C** - beef, pork (beef is predominant)
- Formula D** - beef and pork, plus any one or any combination of beef, beef tripe, beef heart meat, pork heart meat, beef tongue meat, and pork tongue meat

- b. **Vegetable Protein Products (VPP):** The initials VPP are used herein to refer to Textured Vegetable Protein, because the commonly used initials TVP are a trademark of the ADM (Archer Daniels Midland) Company. The ratio of meat to VPP is referred to as percent meat (flesh) with VPP, rather than percent VPP, because the industry trend is to use this more accurate description. Items which contain VPP must carry on the main face of the label the following statement, "This item contains Vegetable Protein Product(s) which are authorized as an alternate food in the Child Nutrition Programs." If a product has a CN Label then the VPP statement is not required.
- c. **Breeding of Meat and Poultry Products:** Identifications as listed for meat and poultry require twenty-five percent (25%) breading at time of pack. Federal regulations require that breading (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breading at time of pack will range between twenty-four percent (24%) and twenty-eight percent (28%). Thus, twenty-five percent (25%) means "nominal." Successful bidders are required to furnish dated certificates from packers showing the packer's specifications on range of breading. If a product has a CN label, then a breading certificate is not required.
- d. **Fish Inspection and Grading:** Fish as identified herein must bear the PUF (Packed Under Federal Inspection) Shield or USDA Grade Shield. Raw fresh-water fish (i.e., catfish) which are not normally packed under Federal inspection are exempt.
- e. **Raw or Cooked:** Meats, poultry and seafood are deemed to be raw (uncooked) unless the term "cooked" is used. Term "cooked" implies "fully" cooked unless a lesser degree of doneness is specified. The term "precooked" implies that additional cooking is necessary before service.
- f. **IQF:** The term "Individually Quick Frozen," or IQF, essentially means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel, either by air blast, nitrogen or carbon dioxide.
- g. **CN Label:** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Agricultural Marketing Services (AMS). The label shows the contribution made by a given amount of product toward meal requirements.
- h. **CN Letter:** Indicates that the manufacture may supply a signed Product Formulation Statement on bidders' letterhead that demonstrates how the processed product contributes to the meal pattern requirements in lieu of a CN Label.
- i. **Grades:** The grades specified herein for fruits, juices and vegetables refer to "Packer Grades" except as specifically indicated otherwise. Packer Grades, offered by major buying groups, have proven reliable over the years in that these groups utilize USDA standards.

- j. **Standards of Identity:** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is in violation of the contract with the school district, but also with the Federal Food and Drug Administration and/or the Federal Trade Commission.

Three (3) important Federal regulations pertaining to canned foods are listed below. These and other Federal and state regulations are automatically part of proposal requirements.

1. Net Container Quantity - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR Part 100-169.
2. Fill of Containers - All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100-169).
3. Drained Weights - Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade.

3 BID INSTRUCTIONS

3.1 Bid Package:

The bid package consists of the following:

- Section 1 General Conditions
- Section 2 Special Conditions
- Section 3 Bid Instructions
- Section 4 Debarment Certification Form
- Section 5 Bidder Information Form
- Section 6 Product Identification Bottom Line Bid Sheets (if applicable)
- Section 7 Product Identification Line Item Bid Sheets (if applicable)

3.2 Product Identification/Bid Sheet(s) Form:

You must complete and return the RFP Product Identification Bid Sheets. Only enter bids for the items you are approved for and wish to be awarded. You may leave blank or enter "No bid" for items you are approved for but do not wish to bid on. Bid pricing must be presented on the form supplied herein or a copy of that form only. The RFP Product Identification Bid Sheets are considered to be working papers to be used by ALSDE for extension verification and determination of low bidder.

3.3 Required Documents:

- (1) You must complete, sign and return the Debarment Certification Form.
- (2) You must complete, sign and return the Bidder Information Form. *Last RFP page before bid sheets*
- (3) Bidders are required to submit a copy of the product specification sheet and CN Labels or product formulation statements as specified for all food products being bid.

3.4 Instructions to Bidders:

- (1) This is a competitive bid. Several manufacturers have been approved to submit bids on each item of this RFP. The items listed on the attached Product Identification/Bid Sheets are the ones you've been approved to bid on and you are the only manufacturer shown. **Please be aware that several other manufacturers will submit bids on the items shown on your bid sheet.**
- (2) You must submit an original and five (5) exact copies of all required documents in your bid package. Your bid must be signed by an authorized officer of the company. Broker's signatures are not allowed.
- (3) Bidders must prepare bids on Product Identification/Bid Sheet(s) or an exact copy thereof. No altered bid sheets will be accepted.
- (4) When bidding a bottom line group, you must bid on each item in the group and indicate the sum of the extended totals.
- (5) In the space provided, list the standard "Delivery Unit" being offered (case, carton, etc.).
- (6) All products being bid have been previously qualified through PAC and student testing. Bids for alternate products will be rejected and the bidder disqualified.

- (7) Product identifications have been verified by bidder's representatives for accuracy, however, typographical errors may exist. Should you find a discrepancy in your product identification, contact ALSDE immediately for clarification. Copies of documentation materials must be provided to ALSDE.
- (8) The usage figures are accurate to the extent of our capability to capture that information. However, the fact that the figures are presented does not obligate ALSDE to purchase in that volume. The usage figure is presented in terms of bid unit, (i.e.) pound, case, bag, serving, etc.
- (9) Bids must be offered per bid unit identified. Bids for units other than those identified may be rejected.
- (10) If a bidder is offering a promotional allowance, or volume discount, the price quoted on the Bid Form (Extended Net Pricing) shall be the base bid less any rebate multiplied by usage volume resulting in the net extended price which shall be the price used for making the award.

4 DEBARMENT CERTIFICATION FORM

U.S. DEPARTMENT OF AGRICULTURE

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

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Instructions for Certification

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

**Alabama State Department of Education
Supporting Programs, Child Nutrition/Food Distribution**



**Request for Proposals
RFP ALSDE 2016-01**

**STATEWIDE PROCUREMENT
MANUFACTURER DIRECT BID ITEMS**

Inquiries and response submissions related to this RFP are to be addressed to:

Mr. Jacky P. Todd
Administrator – Office of Operations
Alabama State Department of Education
50 North Ripley Street, Room P305
Gordon Persons Building
Montgomery, AL 36104
Telephone 334-242-9760
E-mail: jtodd@alsde.edu

BIDDER INFORMATION FORM

NAME OF BIDDER: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

DATE SUBMITTED: _____

AUTHORIZED SIGNATURE: _____