

Gadsden City Schools  
Child Nutrition Department  
1026 Chestnut Street  
P.O. Box 184  
Gadsden, AL 35901

June 25, 2026

BID NUMBER: 2026-7-7 – BREAD  
BID TITLE: Bread  
BID OPENING DATE/TIME: Tuesday, July 7, 2026, 9:00 AM

Sealed proposals will be received by the Gadsden City Board of Education, Child Nutrition Program until 9:00 a.m. on Tuesday, July 7, 2026, at which time they will be publicly opened and read for the furnishing of Bread Products to Gadsden City Schools. Please return your bid in a sealed envelope to the address below:

Johnnie Parker, CNP Director  
Gadsden City Board of Education  
1026 Chestnut Street  
Gadsden, AL 35901

State on the return envelope: BID ENCLOSED ON BREAD AND BREAD PRODUCTS, #2026-7-7-BREAD

The specifications and bid information attached should be read carefully. The Bread Products shall be provided on a requirement basis and the Gadsden City Board of Education makes no commitment as to how much of each product will be purchased. The Alabama Bid Law requires that all bidders must furnish a bid bond on any contract exceeding \$10,000.00. Therefore, a bid bond or cashers check for 5% of the total bid must accompany this bid proposal.

All bidders must respond on the enclosed BIDDER RESPONSE FORM, properly executed. No other response will be acceptable.

The Gadsden City Board of Education reserves the right to reject any bid and to waive informalities in awarding this bid to the lowest responsible bidder. If you have any questions concerning this bid, please contact Johnnie Parker at (256) 549-2971.

Sincerely,  
Johnnie Parker

Bread Bid  
Bid Number \_\_\_\_\_  
Bid Date and Time \_\_\_\_\_  
Brand Name \_\_\_\_\_

### BIDDER RESPONSE FORM

Item #1

Buns, Hot Dog (regular size)

Pre-sliced, white enriched

16 count per package

Estimated Quantity to be Purchased: 8,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #2

Buns, Hot Dog (regular size)

Pre-sliced, whole grain rich (minimum of 51% wg)

16 count per package

Estimated Quantity to be Purchased: 8,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #3

Buns, Hamburger, 4 inch

Pre-sliced, white enriched

16 count per package

Estimated Quantity to be Purchased: 8,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #4

Buns, Hamburger, 4 inch

Pre-sliced, whole grain (minimum of 51% wg)

12 count per package

Estimated Quantity to be Purchased: 1,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #5

Bread, Sandwich

Pre-sliced, white enriched

Approximately 28 slices per loaf (24 oz.)

Estimated Quantity to be Purchased: 15,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Bread Bid

Bid Number \_\_\_\_\_

Bid Date and Time \_\_\_\_\_

Brand Name \_\_\_\_\_

Item #6

Bread, Sandwich

Pre-sliced, whole grain (minimum of 51% wg)

Approximately 28 slices per loaf (24 oz.)

Estimated Quantity to be Purchased: 3,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #7

Bun, Hoagie

Pre-sliced, white, enriched, seeded

8 count per package

Estimated Quantity to be Purchased: 1,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #9

Bread, Texas Toast

Pre-sliced, white enriched

24 oz. bread, approximately 14-16 slices per package

Estimated Quantity to be Purchased: 4,000 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #10

English Muffin, Plain

Pre-sliced, enriched

6 count per package

Estimated Quantity to be Purchased: 100 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Item #11

Bagel, Plain

Pre-sliced, enriched

6 count per package

Estimated Quantity to be Purchased: 100 packages

Purchased Price per bag: \_\_\_\_\_ Total Cost: \_\_\_\_\_

## GENERAL CONDITIONS/INSTRUCTIONS

**Bidder:** To ensure responsiveness and acceptance of bid, please follow these instructions *as applicable*. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal)

1. **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. All questions/clarifications shall be made to Johnnie Parker via phoning 256-549-2971 or email at [pmcburnett@gadscendcityschools.org](mailto:pmcburnett@gadscendcityschools.org).
2. **Bid Submission:** You must submit an original copy of all required documents in your bid package. All documents must be sealed prior to submission. Your bid must be signed by an authorized officer of the company. Broker's signatures are not allowed.
3. **Bid Opening:** Sealed bids must be received in the Gadsden City Schools Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied. 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 categories of each bid. The bid price for each line item may also be read.
4. **Preparation of Bid:** Bid shall contain a manual signature of an authorized representative in the space provided. Bidder should label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by the person authorized to sign the bid.
5. **Submittal of Bid:** *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions, and ensure that the bidder's submission is correct.
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.
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.
8. **Prices and Delivery:** Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping and delivery charges FOB (free on board) Board of Education in Gadsden City Schools. Unless otherwise specified, bid prices will be firm and remain in effect for a minimum period of 120 days after the date of the opening. The Board reserves the right to make an award to the next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the Board designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Boards have the right to extend delivery if reasons appear valid.
9. **Escalation/De-Escalation Clause:** All prices shall be firm for 30 days from the bid date. All price offers are to be fully inclusive of all expenses including travel, materials, and all fees unless explicitly disclosed otherwise on the Form of

Price Proposal and must remain firm for the initial contract year. Any increase or decrease in price must be sent in writing to the school districts as soon as the information is available. "Act of God" pricing shall be based on the USDA Market Price Report and shall not extend over four weeks without additional documentation.

**10. Renewal Compliance:** Bid renewals should not reflect any price changes, but if they do, all price changes must fall within the limits of the Consumer Price Index (CPI), Agricultural Market Services (AMS), and other necessary indexes. Documentation of said indexes will be maintained for any bid renewals. Price changes may be considered annually at the time of renewal and must be approved by the Board in advance. The Board may elect to re-bid the contract in whole or in part rather than incur price escalation for a renewal period. All terms and conditions of the original contract will apply to any renewal of this contract unless the parties agree upon a written modification.

**11. Additional Items:** Gadsden City Schools reserves the right to add new product items to the bid document that may become available during the contract time period as deemed necessary. This addition may be deemed necessary due to lack of availability through other vendors, new products available on the market, local product sourcing, and product needs due to unexpected circumstances outside our control, etc.

**12. Installation:** Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Taxes and Trade Discounts:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. Gadsden City Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

**14. Acceptance and Rejection:** Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**15. Brand Name Reference:** Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the item must be pre-approved. If the item is pre-approved, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed

the referenced product and or specifications identified in the ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

16. **Samples:** Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. Each sample should be marked with the bidder's name address, bid number and item number.

17. **Interpretation:** Any questions concerning specifications and conditions shall be directed to the Director, and the Director's response and interpretation shall control.

18. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the Director shall be final and binding on both parties.

19. **Time of Performance:** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

20. **Acceptance of Bid/Award:** The Board award will be made in accordance with §§ 16-13B-1, et seq. of the *Code of Alabama*. The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. The bid will be awarded to lowest responsive and responsible bidder taking into consideration the qualities of the commodities proposed to be supplied, their conformity with specifications, the purposes for which required, the terms of delivery, transportation charges, and dates of delivery. The Board may also consider the bidder's past service history, quality of goods/commodities, past performance, and the bidder's experience and longevity. Awards will be based on the line item pricing or bottom line groupings *as specifically noted*. All documents and terms contained herein are considered part of the binding contract and shall control and not be modified by any document submitted by a successful bidder. It is understood and agreed that the Boards shall have 120 days for bid acceptance.

21. **Default:** Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

22. **Cancellation:** Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued/unavailable from the manufacturer.

23. **Addenda:** An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

24. **Alternate Bids:** Unless specifically requested and pre-approved, alternate bids will not be considered. A non-pre-approved alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

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

26. **Insurance and Indemnification:** The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that

such damage is due solely and directly to the negligence of the Boards. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Boards. The bidder will, at the request of the Boards, supply certificates evidencing such coverage.

27. **Risk of Loss:** The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Boards, until such property has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

28. **Debris Removal:** All debris must be removed after installation and/or performance of service of said equipment and/or service.

29. **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.

30. **Assignment:** Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

31. **Proper Identification:** All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility's main office. School hours are generally 8:00 am to 3:30 pm. The cafeteria hours are generally 6:30 am to 2:00 pm.

32. **Tobacco and Drug Policy:** Gadsden City Schools is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

33. **Warranty:** 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.

34. **Hazardous and Toxic Substances:** Bidder must comply with all applicable federal, state, county, and city laws ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. The Bidder shall include a "Material Safety data Sheet" if required.

35. **Patents:** Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the Boards and its employees on any claims arising out of the purchase of goods or services.

36. **Annual Appropriation:** Gadsden City Schools performance and obligation to pay under this contract are contingent upon an annual appropriation.

37. **Domestic Products:** In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

38. **Certification Pursuant to Act No. 2006-557:** Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

**39. Immigration Compliance:** Alabama laws 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 contractor'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](http://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.

**40. ANY VENDOR ISSUING ANY TYPE OF GIFT, PREMIUMS, OR OTHER TYPE OF FAVOR TO ANY EMPLOYEE OF THE BOARDS SHALL CONSTITUTE GROUNDS FOR THE CANCELLATION OF THE CONTRACT AND SHALL BE EXCLUDED FROM THE MAILING LIST OF ALL PURCHASES MADE BY BOARDS.**

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

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**NUTRITIONAL REQUIREMENTS:** Make a notation of any items that are smart snack compliant. Include the Nutritional Facts label for each item (one serving) that includes calories, protein, total fat, fiber, sugar and sodium, and ingredient list, and all allergens.

**PACKING REQUIREMENTS:** A variety of sizes is needed to accommodate schools ranging from approximately 200 to 1400 students. All bread items must be available as specified in the bidder response form. Formulation changes that would shorten the shelf life are unacceptable.

**ADDITIONAL ITEMS:** Gadsden City Board of Education reserves the right to add new food items to the bid document that may become available during the contract period, as deemed necessary. This addition may be deemed necessary due to lack of availability through other vendors, new products available on the market, local product sourcing, and product needs due to unexpected circumstances outside our control, etc.

**ORDERS:** Each school in the Gadsden City School district shall place orders by and through its respective Child Nutrition Manager at each school by phone, fax, or e-mail. Managers shall determine the items and quantities to be ordered. The approved contract with the successful bidder will be a requirements-type contract, and actual usage shall determine the amount of product to be ordered. None of the Boards guarantees any amount of product to be purchased.

**FOOD PRODUCT DELIVERY REQUIREMENTS:** Deliveries shall be provided a minimum of once weekly, or more often based on school needs. All products will be delivered directly to each school kitchen. The Child Nutrition staff is on duty from 6:30 A.M. to 1:30 P.M. The vendor employee shall be required to have an identification badge or wear identification on a company uniform. A hairnet or cap is required in the food service areas. Products shall be delivered to each school cafeteria. No deliveries will be made on school holidays, inclement weather or emergency situations, unless contacted directly by the CNP Director. Employees are not to be asked to meet at school for deliveries on those days. The school district will make every effort to contact the vendor/delivery personnel in the event of emergency school closures.

**BILLING REQUIREMENTS:** The successful bidder shall provide monthly statements summarizing invoices for each calendar month for each school. Invoices listed on the statement shall be identified by number and date. The successful bidder shall provide delivery tickets or invoices for each delivery made, and such tickets or invoices shall include, as a minimum, the following information:

1. Name, address, and phone number of the vendor.
2. Name of the school where the product is delivered.
3. A description of the products delivered.
4. Number of units of each product delivered.
5. Price per unit of each product delivered.
6. Extended total cost of each product.
7. Total dollar amount of the invoice.
8. Date of the delivery.
9. Signature of the delivery person.
10. Signature of school employee receiving the delivery.
11. An invoice must be furnished for each delivery.

**LATE, CHARGES, INTEREST, AND SERVICE CHARGES:** The successful bidder shall not charge late charges, interest, or service charges. Federal regulations do not allow expenditures from the Child Nutrition fund to be made for late charges, interest, or service charges.

**RIGHT TO TERMINATE CONTRACT:** The Board may terminate any contract resulting from this invitation to bid when the Board determines that the successful bidder is not in compliance with the terms and conditions of the specifications and requirements of this bid or with the Federal, State, or local laws, rules, and regulations. The successful bidder shall be allowed to make restitution in a timely manner before efforts are made to terminate the bid. Termination shall occur fifteen days after the posting of a certified letter to the bidder.

**CONTRACT PERIOD:** The contract period is for twelve (12) months from the effective date of August 1, 2026 through July 31, 2027. Gadsden City Schools reserves the right to renew one additional twelve (12) month period (for a total of no more than two years – including the one year extension). If the service or products do not meet the specifications of this bid, the bid shall not be renewed the following year.

**IF BIDDING CONSUMABLE FOOD PRODUCTS, PLEASE UTILIZE USDA SMART SNACK STANDARDS FOR BIDDING PURPOSES (IF APPLICABLE)**

### **USDA Smart Snack Standards**

#### **Smart Snack Standards Include:**

- Have as the first ingredient a fruit, vegetable, dairy, or protein food

#### **Nutrient Requirements:**

- **Calories:** Must meet the current Federal law and USDA Guidelines.
- **Sodium:** Must meet the current Federal law and USDA Guidelines.
- **Fat:** Must meet the current Federal law and USDA Guidelines.
- **Sugar:** Must meet the current Federal law and USDA Guidelines.
- **Added Sugar:** Must meet the current Federal law and USDA Guidelines.
- **Saturated fat:** Must meet the current Federal law and USDA Guidelines.
- **Trans fat:** Must meet the current Federal law and USDA Guidelines.

## USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, 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; or

2. Fax: (202) 690-7442; or

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

This institution is an equal opportunity provider

### Federal Contract Conditions

All funds being administered through 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 (29CFR Part 3).
- d. Bidders must comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by department of Labor regulations (29CFR Part 5).
- e. Bidders must comply with the requirement 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 CF 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.

Awarded bidder responsibility: Provide any information related to non-domestic foods NOT from the United States, which we currently purchase and/or will be available for purchase from your company in the future, and as needed. We will need advance notice sent via email to each CNP director of non-domestic products not from the United States.

K. Bidders must comply with the Debarment and Suspension (Executive Orders 12549 and 12689)

## CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to help ensure that sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

The mailing envelope must be addressed to:

Gadsden City Board of Education  
Attn: Johnnie Parker  
1026 Chestnut St.  
Gadsden, AL 35901

The mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

**Note:** All courier delivered bids must have the bid number and title on the outside of the courier packet.

### THE FOLLOWING ITEMS, DULY EXECUTED, MUST BE INCLUDED WITH THE SEALED BID:

- \_\_\_\_\_ Read all bid requirements and specifications
- \_\_\_\_\_ Sign the invitation to bid sheet
- \_\_\_\_\_ Debarment and Suspension Form/USDA Form AD-1048
- \_\_\_\_\_ Non-collusive Bid Certificate
- \_\_\_\_\_ Owner Disclosure Statement
- \_\_\_\_\_ Affidavit of Alabama Immigration Law Compliance or E-Verify Certification
- \_\_\_\_\_ Business Specification Form
- \_\_\_\_\_ Minority Questionnaire Form
- \_\_\_\_\_ Vendor Certification and Contract Form
- \_\_\_\_\_ W-9 and Business License
- \_\_\_\_\_ Certificate of Liability Insurance Coverage Delivery Vehicles
- \_\_\_\_\_ Bid Response Form – 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.
- \_\_\_\_\_ Submit a copy of:
  - \_\_\_\_\_ IF FOOD PRODUCTS - the product specification sheet and CN Labels or product formulation statements as specified for ALL food products being bid.
  - \_\_\_\_\_ IF NON-CONSUMABLE PRODUCT – written specifications for each product (with Diagrams if applicable)
- \_\_\_\_\_ Nutritional information for one serving of each product being bid.

**Each vendor should retain a copy of the completed bid for their company's records.**

U.S. DEPARTMENT OF AGRICULTURE FORM AD-1048

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities, the regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
1. Where the prospective primary 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

**This page must be signed and submitted with the bid.**

## **Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, continued**

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination of whether to enter into this transaction. However, the failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "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 the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 determined the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require the 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

## DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must 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 that samples accompanying bid meet all specifications. If deviations are found on said sample, and not listed, the bidder may be disqualified!

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

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

**This page must be signed and submitted with the bid.**

## NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification and under the penalties being applied to the bidder as well as to the person signing on its behalf.

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

Authorized Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**This page must be signed and submitted with the bid.**

## Owner Disclosure Certificate

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

The company bidding is:

Manufacturer \_\_\_\_\_ Dealer \_\_\_\_\_ Representative \_\_\_\_\_ Corporation \_\_\_\_\_

Sole Owner \_\_\_\_\_ Partnership \_\_\_\_\_

If Corporation, list any individuals or companies that own 10% or more stock.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

If Partnership/Corporation, list principal partners/officers:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:**

Authorized Signature: \_\_\_\_\_

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

**This page must be signed and submitted with the bid.**

A. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Boards) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractor's notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state- funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."<sup>1</sup> As a Contractor<sup>2</sup> or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the AEGBG active vendor file. If you have any questions, please contact me at 256-549-2971.

<sup>1</sup> ALA. CODE §§31-13-10:30(a) and (b). See [http://www.ago.state.al.us / File-Immigration-AL-Law-2011-535](http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535). The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

<sup>2</sup> A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).

## **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE**

In compliance with, Sections 31-13-10:30(a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

### **PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)**

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

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

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

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment.

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ .

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

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

**If applicable, this page must be signed and submitted with the bid.**

## BUSINESS SPECIFICATIONS

Bidder's Name: \_\_\_\_\_

Requisition Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Internet Address: \_\_\_\_\_ Customer Service Contact \_\_\_\_\_

Sales Rep. \_\_\_\_\_ Phone: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

SS# if Sole Proprietor: \_\_\_\_\_ Annual Sales \$ - \_\_\_\_\_ Year Established: \_\_\_\_\_

Contact Person  
for Contract Processing: \_\_\_\_\_ Phone No. \_\_\_\_\_ E-mail \_\_\_\_\_

Remit to name and address: (if different from 'Requisition Address' above)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Receivables' Contact Name: \_\_\_\_\_

List type of product(s) and/or service(s) with the appropriate Standard Industrial Classification (SIC) for company, if known:

---

The following information refers to company ownership and shall be used for **informational purposes only**. Contact your Regional or District U.S. Small Business Administration Office if clarification is needed for small or large business classification (As defined by Code of Federal Regulation (CFR) 13 Part 121). SBA's size standards define whether a business entity is small. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS). Failure to respond to this section shall result in your company being classified as a large business.

**This page must be signed and submitted with the bid.**

## MINORITY QUESTIONNAIRE FORM

### PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a:

- ☐ Women-owned business (51% or more women- owned, & operated)  
☐ Sole Proprietor (Provide SSN of proprietor)  
☐ Male-owned business ☐ Corporation  
☐ Non-profit business ☐ Partnership

The Bidder is a Qualified Disadvantaged<sup>1</sup> company:

- ☐ Black American ☐ Asian Pacific American  
☐ Hispanic American ☐ Asian Indian American  
☐ American Indian ☐ Disabled  
☐ Other socially / economically disadvantaged designation  
Please specify: \_\_\_\_\_

*To be considered a Qualified Disadvantaged entity, the company must be 51% or more owned, controlled, and operated by one or more of the classifications described above.*

This Bidder is a:

- ☐ Contractor, please specify type: \_\_\_\_\_  
☐ Distributor ☐ Service  
☐ Manufacturer ☐ Retailer  
☐ Manufacturer's Representative ☐ Wholesaler  
☐ Other \_\_\_\_\_

**This page must be signed and submitted with the bid.**

## VENDOR CERTIFICATION AND CONTRACT

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish AEGBG in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Johnnie Parker, CNP Director  
Gadsden City Board of Education  
1026 Chestnut St.  
Gadsden, AL 35901

Bids will be opened **Tuesday, July 7, 2026, at the Gadsden City Board of Education at 9:00 am.** Gadsden City Schools reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The bid will be awarded to one vendor.

Bid Number: 2026-7-7-BREAD

Below this line to be completed by the vendor.

I certify by my signature below that I understand and accept the instructions, conditions, and the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

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

Name of Company: \_\_\_\_\_

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

Telephone: Office - \_\_\_\_\_ Cell - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Type/Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*Please remit a W-9 and Equal Opportunity Statement along with your bid packet\*\***

**This page must be signed and submitted with the bid.**