

**Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair,  
Wilkinson Counties, and Dublin City Schools Board of  
Education  
School Nutrition Programs**

467 Firetower Road  
Dublin, Georgia 31021  
478-272-4767  
donnasapp@lcboe.net

**INVITATION FOR BID FOR  
FOOD PRODUCTS**

Issued on: June 1, 2018  
Final Date for Written Questions: June 15, 2018  
Bid Due Date: June 20, 2018

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (220) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

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## **DEFINITIONS**

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- f) **Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.
- g) **Dry Food Product**- A dry product that does NOT require freezing or refrigeration.
- h) **Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- i) **Mini Middle Georgia Co-Op (Mini Co-Op)** – the joint effort of Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties and Dublin City Schools Board of Education School Nutrition Programs to purchase goods and services under one bid/contract. All vendors must agree to supply items to all counties stated above.
- j) **Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.
- k) **Purchase Unit** - The package configuration (case, carton, box, bag, etc) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.
- l) **Solicitation** - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.
- m) **NSLP** - National School Lunch Program
- n) **SBP** - School Breakfast Program

## SECTION 1 TRANSMITTAL PAGE

The Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools (Mini Middle Georgia Co-Op) Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Food Products. Bids are due by **June 20, 2018 @ 4:00 pm. Bids will be opened at 4:30 pm @ Laurens County Board of Education, 467 Firetower Road, Dublin, GA 31021.**

Bids shall be mailed or delivered to the Laurens County Board of Education, School Nutrition Program; 467 Firetower Road, Dublin, Ga. 31021. ***Bids must be returned in TWO forms.*** They must be enclosed in a sealed envelope and marked "IFB for Food Products and Supplies" **and** returned via email to [donnasapp@lcboe.net](mailto:donnasapp@lcboe.net) by the date set forth above. Emailed bids must be returned in the same format as designed in the bid request and completed with information from the respective vendor. NO changes can be made to the format of the file or the information will not be accepted as a proper bid submission.

Questions regarding this Invitation for Bid shall be directed to Donna Sapp at 478-272-4767 or [donnasapp@lcboe.net](mailto:donnasapp@lcboe.net).

Bidders may request an Invitation to Bid by contacting Donna Sapp at the above number or email address.

### **I. INTENT**

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Food Products and Supplies to the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select TWO or more vendors to provide the items as listed in the attached food list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.
- d) The Board/SNP reserves the right to purchase food items not on the attached food list (Attachment B) from USDA bonus food manufacturers as they deem to be necessary and in the best interest of the Board/SNP.

### **II. CONTRACT TIME PERIOD**

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 10, 2018, and terminate on January 11, 2019.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.

- c) **Renewal Option** - This contract may be renewed for up to (4) four one-year terms at the same terms and conditions by mutual agreement of both parties in written form.

**III. BID SUBMISSION PROCEDURES**

*The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.*

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Food Products”** and returned via email in the same file format as received.
- b) Bids must be received by the Board/SNP no later than 4:00 pm, June 20, 2018
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP and must also be emailed. Faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Laurens County Board of Education  
 School Nutrition Department  
 467 Firetower Road  
 Dublin, Georgia 31021

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder (this does not apply to receipt via email), in the Board/SNP’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

**IV. BID OPENING DATE/TIME/PLACE**

Issue Date	June 1, 2018
Final Date for written questions	June 15, 2018
Deadline for submitting bids	June 20, 2018

**V. AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be to a single or multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education.

- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bids shall remain valid during this sixty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidders after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bids, the contract between the Bidder and the Board/SNP shall be drafted from (1) the IFB and addenda, (2) the selected bid response to the IFB by the Bidder and any attachments thereto, and (3) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**VI. SYSTEM CONTACT INFORMATION**

- a) This Invitation for Bid (IFB) is issued by Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Laurens County Board of Education  
 School Nutrition Program  
 467 Firetower Road  
 Dublin, Georgia 31021

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The SNP will accept only written inquiries regarding this IFB until June 15, 2018, in order for a reply to reach all Bidders before the bid closes. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VII. VENDOR CONTACT INFORMATION**

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

## SECTION 2 STANDARD TERMS AND CONDITIONS

*The contract between the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.*

### **I. LOBBYING CERTIFICATE**

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

### **II. DEBARMENT AND SUSPENSION VERIFICATION**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing the Vendor Bid Form, Attachment C, the bidder is testifying that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal Government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4 Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

### **III. BUY AMERICAN STATEMENT**

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Companies MAY supply domestic and non-domestic prices on a separate spreadsheet; however, it will be the discretion of the individual SNP Directors to determine what product is acceptable based on quantity, usage and price for individual school systems.

### **IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

a) **Termination** –The Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

## **V. HUB STATEMENT**

It is the intent of the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE 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: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.



**VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

**VIII. CLEAN AIR/ CLEAN WATER STATEMENT**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**IX. CIVIL RIGHTS STATEMENT**

The US Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filling\\_cust.html](http://www.ascr.usda.gov/complaint_filling_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (220) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

**X. RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or

improprieties, the State and/or the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education reserve the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## **XI. BID PROTEST PROCEDURES**

a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent of the Laurens County School System, as the current acting protest official of the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education, School Nutrition Program at 467 Firetower Road, Dublin, GA 31021. Upon the desire of the Mini Middle Georgia Co-Op members SNP Directors, the acting protest official may be selected from any of the Superintendent's governing the counties involved in this bid. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- The name, address, and telephone number of the protester;
- The signature of the protester or an authorized representative of the protester;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested.

b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

c) The Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education shall in all instances disclose information regarding protests to State Agency.

## **XII. NON-COLLUSION STATEMENT**

"I certify 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 respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

## **XIII. CODE OF CONDUCT**

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

The school districts within the Mini Middle Georgia Co-Op will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Mini Middle Georgia Co-Op will participate in selection, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family or his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Any school nutrition employee associated in any administrative phase (sourcing, purchasing, receiving, payable etc) shall be governed by the highest ethical and moral standards associated with the stewardship of public funds. Mini

Middle Georgia Co-Op employees, officers or agents will neither solicit nor accept gratuities, favors or anything of monetary value greater than \$50 per fiscal year from Bidders, or potential Bidders.

**XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract clam.

**XV. EXCEPTIONS TO TERMS AND CONDITIONS**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

## SECTION 3 SPECIAL INSTRUCTIONS

### I. HACCP REQUIREMENTS

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

### II. PROPRIETARY INFORMATION

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

### III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.

b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.

c) Grade must be listed for all food products.

d) The vendor shall submit or provide access to all CN labels and nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. **The nutritional analysis must be signed by the manufacturer showing that all nutritional analysis has been certified accurate.** All food items shall be properly labeled.

e) Nutrition label or manufacturer's specifications must specify zero grams of trans fat per serving (less than 0.5 gram per serving), naturally-occurring trans-fat are excluded.

### IV. FOOD RELATED TERMS AND CONDITIONS

**Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

**Net container quantity:** The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

**Product protection guarantees:** School districts have “automatic” product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

**Quantities:** The quantities indicated on the product list are based on previous year’s purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

**Service Level:** The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

**Brand identification:** This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When “Distributors Choice” is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When “Private Label” is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

**Standards of identity:** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

**Unit price prevails:** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**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 description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted. The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word “only” the potential contractor must bid on the pack specified.

**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. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

**Substitutions:** If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

## **V. METHOD OF PAYMENT and PRICING INFORMATION**

- a) Prices - All prices shall remain fixed throughout the term of the contract. Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools reserve the right to accept, negotiate, or deny and re-solicit any request for price escalation.
- b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The Board/SNP will make payment within forty-five (45) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within forty-five (45) days under conditions as above.
- f) Invoicing
  - i) Invoices, at minimum, shall consist of the following information:
    1. School of delivery.
    2. Item description and cost
    3. Extended cost for total quantity purchased
    4. Total cost of all products purchased
    5. NOI credits if applicable
  - ii) Two copies of an invoice must be provided at time of delivery.
  - iii) Monthly statements will be broken down by school invoice and mailed to:  
**See Attachment E for each districts information.**

## **VI. METHOD OF SHIPMENT/DELIVERY**

- a) Orders and deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered on **Monday – Friday between the hours of 6:45 am and 2:00 pm.**

- c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment E.
- d) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- e) Delivery schedules that fall on a holiday will be made the following business day.
- f) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

## **VII. EVALUATION FACTORS**

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP. The intent of this bid is for line item awards.

## **VIII. SUBSTITUTION CLAUSE**

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of Nutrition. Substitutions may be made only with prior approval of the Director of Nutrition. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. **Substitutions are to be priced at the same cost per serving as the original awarded item.**

## **IX. ADDITIONAL BID INSTRUCTIONS**

- a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid additions** – Due to the changing requirements/policies/procedures from USDA that pertain to the National Child Nutrition Program, the Mini Middle Georgia Co-Op reserves the right to request bids for additional items that it deems necessary to procure. These items will be sent to all bidding parties from the original bid and this procurement document will remain the legal binding document for the additional bid items. If any bidder is in disagreement with this procedure for additional procurement, they may state this in writing at any time during the bid contract.
- c) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids.

Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

- d) **Addenda** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than June 22, 2015. Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website [www.lcboe.net](http://www.lcboe.net), and notice of the issuance of the Addendum will be given to all parties recorded by the Board/SNP as having received the IFB documents from the Board/SNP. Receipt of the Addendum should be acknowledged in the bid. Although the Board/SNP will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) **Bid examination** -

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) **Rejection or Disqualification of bids** -

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.



**f) Evidence of Financial Capabilities**

After the bid opening, bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Mini Middle Ga Co-Op. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

**X. ORDERING INFORMATION**

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as "estimated" and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. The bid has all counties School Nutrition Program estimated quantities provided in order to allow the bidder to calculate the products needed by the Mini Co-Op. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

**XI. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

**XII. ASSIGNMENT**

The vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

**XIII. INDEPENDENT CONTRACTOR AND INDEMNITY**

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective

agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

**XIV. TIME OF PERFORMANCE**

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on July 10, 2018.

b) The Contractor must comply with the time of performance.

**XV. FORCE MAJEURE**

If the Board/SNP, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the Board/SNP reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the Board/SNP's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

**XVI. EVIDENCE OF INSURANCE**

a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: Laurens County Board of Education, School Nutrition Dept, 467 Firetower Road, Dublin, GA 31021.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

**XVII. EXCEPTIONS**

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

**XVIII. WARRANTY**

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

**XIX. Gifts and gratuities:** Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

**XX. Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

**XXI. Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to :

- \_ Waive any immaterial defect or informality;
- \_ Reject any and all offers or portions thereof; or
- \_ Cancel a solicitation.

**XXII. Release from contract:** In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

## **ATTACHMENT A**

### **CONTRACT SIGNATURE PAGE**

This agreement is dated as of June 1, 2018, by and between the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education, School Nutrition Dept, (hereinafter called Board/SNP) and \_\_\_\_\_ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

#### **ARTICLE 1. PRODUCTS**

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver food products and supplies to the Board/SNP's schools.

#### **ARTICLE 2. CONTRACT TIME**

The food deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

#### **ARTICLE 3. CONTRACT PRICE**

Board/SNP shall pay CONTRACTOR for delivery of food products and supplies in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 45 days from date of delivery unless other terms of payment are agreed upon.

#### **ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment with appropriate supporting documents shall be sent to the following address:  
**See Attachment E for contact and delivery information.**

#### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E – School District’s Contact and Delivery Information
- School Calendars

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective July 10, 2015.

Between the Baldwin, Bleckley, Dodge, Johnson, Laurens, Pulaski, Telfair, Wilkinson Counties, and Dublin City Schools Board of Education

\_\_\_\_\_ Signature of School Nutrition Director  
(Representative for MMGC)

\_\_\_\_\_ Name of School Nutrition Director

\_\_\_\_\_ Bidder's Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

**ATTACHMENT B  
Food Specifications**

**Attached**



**Bid Pricing:**

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Authorized Signature of Bidder:** (This bid form must be signed by an individual with actual authority to bind the company.)

\_\_\_\_\_

Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for Food Products and that this Bid response is submitted in accordance with the IFB requirements.

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

Federal ID#1: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature\*\*:

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\*:

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

\*\*For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.



# ATTACHMENT D - LOBBYING FORM & DISCLOSURE

## UNITED STATES DEPARTMENT OF AGRICULTURE

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### CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

**ATTACHMENT E**

**DISTRICT CONTACT INFORMATION AND SCHOOL CALENDARS WILL BE SENT  
BY INDIVIDUAL SNP DIRECTORS UPON ORDERING**