



Bibb Board of Education
 School Nutrition Program

INVITATION FOR BID
Milk and Dairy Items
Bid # 18-13

Bid Issue Date	June 13, 2017
Final Date for Written Questions	July 7, 2017
Bid Due Date and Time	July 13, 2017 @ 1:00 PM
Start Date of Contract	August 1, 2017
End Date of Contract	June 30, 2018* (*Option to extend)

BID FOR	NAME OF PRODUCTS	LABEL SEALED ENVELOPE
	Food	"IFB FOOD"
	Equipment	"IFB EQUIPMENT- HEARD SCHOOL NUTRITION"
	Paper, Chemical	"IFB PAPER AND CHEMICAL PRODUCTS"
	Bread	"IFB BREAD"
X	Milk	"IFB MILK AND DAIRY PRODUCTS"
	Kitchen Supplies	"IFB KITCHEN SUPPLIES"
	Décor	"IFB CAFETERIA DECOR"
	Cafeteria Furniture	"IFB CAFETERIA FURNITURE"

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

**TABLE OF
 CONTENTS**

DEFINITIONS.....	3
SECTION 1 - TRANSMITTAL PAGE	4
SECTION 2 - STANDARD TERMS AND CONDITIONS.....	8
SECTION 3 - SPECIAL TERMS AND CONDITIONS.....	15
SECTION 4 - ATTACHMENTS.....	26
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	26
ATTACHMENT B – SPECIFICATIONS & QUOTE SHEET.....	28
ATTACHMENT C – VENDOR BID FORM.....	29
ATTACHMENT D – DELIVERY SITES	31
ATTACHMENT E – LOBBYING CERTIFICATE AND DISCLOSURE	32
ATTACHMENT F – DEBARRMENT FORM	33

DEFINITIONS

Addendum - A change, addition, alteration, correction or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to this IFB.

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.

Board/SNP – Bibb County Board of Education/School Nutrition Program

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the School Nutrition Program 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.

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.

Dry Food Product- A dry product that does NOT require freezing or refrigeration.

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.

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.

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.

Solicitation - A document used by the School Nutrition Program 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.

NSLP - National School Lunch Program

SBP - School Breakfast Program

**SECTION 1
TRANSMITTAL PAGE**

The Bibb County Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Fresh Bid Items for the School Lunch, Breakfast and Snack Programs. Bids are due by the date and time shown on the Invitation to Bid. Bids will be opened at the date, time and location shown on the Invitation to Bid (Page #1 of this document).

Sealed Bids shall be mailed or delivered to:

Bibb County Board of Education
Procurement Department
4580 Cavalier Drive*
Macon, GA 31211
478-779-3526

*** NOTE: NEW ADDRESS**

Questions regarding this Invitation for Bid shall be directed to Elaine Wilson, Director of Procurement at elaine.wilson@bcsdk12.net 478-779-3526.

Bidders may download solicitations by going to www.bcsdk12.net

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 products to the Bibb County Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- 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.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence and terminate on the dates shown on the INVITATION TO BID
- b) **Extension Option** -The initial contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form.
- c) **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form.
- d) **Extend Contract** – This contract may extend the contract period for one year with the consent of contracting parties for a period of no more than a total of four (4) additional years.

III. BID SUBMISSION PROCEDURES

The Bibb County Board of Education/School Nutrition Program 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 School Nutrition Program.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on page #1 of this document entitled **“IFB MILK, #18-13”**. **An Electronic copy of the bid Quote Sheet along with all required Information must be included on a flash drive inside the sealed bid package, with Nutrition Analysis and Ingredient Information provided.** Email documents must be on the original format. **No scanned or pdf files.**
- b) Bids (sealed and electronic) must be received by the Board/SNP no later than the date shown on page #1 of this document entitled INVITATION FOR BID, **“IFB MILK, #18-13”**
- c) Late bids shall not be accepted. The Bibb County Board of Education/School Nutrition Program shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Bibb County Board of Education, Procurement Department. Faxed bids are not acceptable and will not be considered for SEALED BIDS. Bids must be mailed or delivered to:

Bibb County Board of Education
Procurement Department
4580 Cavalier Drive*
Macon, GA 31211
478-779-3526

*** NOTE: NEW ADDRESS**

- 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, 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. [BOE XVI] ERRORS: In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the opening. The District reserves the right to correct mathematical errors that cause an incorrect extension for an item or summary totals.
- e) The Board/SNP has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

The Bid Tabulation will be provided once approved by the Board.

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendors and is an escalating type bid.

b) The award of this IFB is contingent upon available budget funds and approval of the Bibb Board of Education.

c) The School Nutrition Program will award the contract 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 bid pricing shall remain valid during this sixty-day period. The School Nutrition Program 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 School Nutrition Program to the successful Bidder after bid selection and prior to contract award.

e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) 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 the Bibb County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed by email to elaine.wilson@bcsdk12.net or in writing to:

Bibb County Board of Education
Director of Procurement
4580 Cavalier Drive*
Macon, GA 31211
478-779-3526

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 Board/SNP will accept only written inquiries regarding this IFB until the date shown on page #1 of this document entitled INVITATION TO BID, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. 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

This contract between the Bibb County Board of Education School Nutrition Program and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

Program Regulations

The CONTRACTOR shall be in conformance with the applicable portions of the SFA's agreement under the program. The CONTRACTOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

The CONTRACTOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

The CONTRACTOR's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

I. LOBBYING CERTIFICATE (for bids over \$100k)

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

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

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 the 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 this agreement, the bidder is testifying that they are not debarred, suspended or have any 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. Please see and complete **Attachment F**.

III. BUY AMERICAN STATEMENT (Food only)

Contractors must comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) (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, added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT FOR CAUSE OR CONVENIENCE
[(2 CFR 200 APPENDIX II/7 CFR 3019.48)]

(a) Immediate Termination - This contract will terminate immediately and absolutely if the Bibb County School Nutrition Program determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Bibb County SNP cannot fulfill its obligations under the Contract, which determination is at the Bibb County SNP's sole discretion and shall be conclusive. Further, the Bibb County SNP may terminate the Contract for any one or more of the following reasons effective immediately without advanced notice:

- (i) in the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The Bibb County SNP determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the Bibb County SNP to declare the Contractor in default of its obligation under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Bibb County SNP's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The Bibb County SNP determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Bibb County SNP reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the Bibb County SNP or the State to liability, as determined in the Bibb County SNP's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Bibb County SNP, the state, or a third party.

(c) The Three Strikes Rule

- (i) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the School Nutrition Program will call vendor to report contract violation. The SNP will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- (ii) After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SNP will send a certified notice to the vendor documenting that this is the second offense and a third offense will result in termination of the contract for cause. *If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.*
- (iii) After the vendor's third and final offense of the aforementioned, the SNP will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer and the State Agency.

(d) Notice of Default- If there is a default event caused by the Contractor; the Bibb County SNP shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Bibb County SNP's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Bibb County SNP may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(e) Termination upon Notice- Following thirty (30) days' written notice, the Bibb County SNP may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Bibb County SNP up to and including date of termination.

(f) Termination Due to Change in Law - The Bibb County SNP shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of the following:

- (i) The Bibb County SNP's authorization to operate is withdrawn or there is a material alternation in the programs administered by the Bibb County SNP; and/or
- (ii) The Bibb County SNP's duties are substantially modified.

(g) Payment Limitation in Event of Termination- In the event of termination of the Contract for any reason by the Bibb County SNP, the SFA shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the Bibb County SNP is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Bibb County SNP under the Contract in the event of termination. The Bibb County SNP shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(h) The Contractor's Termination Duties- Upon receipt of notice of termination or upon request of the Bibb County SNP, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Bibb County SNP may require;
- (ii) Immediately cease using and return to the Bibb County SNP, any personal property or materials, whether tangible or intangible, provided by the Bibb County SNP to the Contractor;
- (iii) Comply with the Bibb County SNP's instructions for the timely transfer of any active files and work product by the Contractor under the Contract;
- (iv) Cooperate in good faith with the Bibb County SNP, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the Bibb County SNP any payments made by the Bibb County SNP for goods and services that were not delivered or rendered by the Contractor.

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

It is the intent of the Bibb County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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 (for bids over \$100k)

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

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

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 Bibb County 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 Bibb County Board of Education reserves 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 protest shall be in writing and shall be delivered to the Bibb County Board of Education designated Protest official at Bibb County Board of Education, 484 Mulberry Street, Macon, GA 31204. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. 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 Bibb County 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 (7CFR3016.36(3))

- I. The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the Bibb County Board of Education shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

The employee, office, or agent;

Any member of his/her immediate family;

His or her partner;

An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements; and the purchase of any food or service from a contractor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, or dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department.

The Board of Education will not be responsible for any other explanation or interpretation which any one presumes to make on behalf of the Board of Education.

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 claim.

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.

XVI. DISCOUNT, REBATES AND CREDITS

The District will verify that all food program contracts and procurements are net of all applicable discounts, rebates, and credits. All contractors will maintain records and source documents in support of all costs, discounts, rebates, and credits.

XVII. CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).

(Only applies to contracts over \$2,500)

XVIII. AFFORDABLE CARE ACT

The CONTRACTOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The CONTRACTOR shall bear sole responsibility for providing health care benefits for its employees who provide services to the SFA as required by State or Federal law.

XIX. CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The CONTRACTOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

SECTION 3
SPECIAL TERMS AND CONDITIONS

I. FOOD DEFENSE/HACCP REQUIREMENTS (NA to Equipment)

The School Nutrition Program 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 School Nutrition Program may require documentation verifying that a written HACCP plan is followed.

The successful bidder (s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall
- public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product, including but not limited to labor, shipping charges and product credit.

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. FOOD STANDARDS and RELATED TERMS AND CONDITIONS: (where applicable)

MILK

Definition - any reference to milk in this document shall mean fresh, fluid (cow's) milk as purchased under the Bibb County Board of Education specifications.

A. All milk must be "fresh, clean, fluid cow's milk" free from objectionable odors and flavors. It shall contain not less than 8.25% nonfat milk solids and have a specific gravity at 60 degrees of 1.028.

B. All fresh milk furnished and delivered to the Bibb County Public Schools shall meet the following requirements:

1. Grade "A"
2. Pasteurized and Homogenized

3. Have milk fat content of:
 - Whole:** Not more than 3.25%
 - 2%:** Not more than 2.00%
 - Flavored:** Not more than 0.50%
 - Skim:** Not more than 0.50%
 - Reduced Fat:** Not More than 1.00%
4. Vitamin D enriched

C. All fresh milk furnished and delivered to the Bibb County Public Schools must be produced in compliance with the conditions, regulations, and requirements of the Bibb County Board of Education and the Georgia Department of Agriculture.

D. In the event that the instructions, conditions, and specifications of the Bibb County Board of Education conflict with any of the previously mentioned agency, the instructions, conditions, and specifications of said Bibb County Board of Education shall control.

12. CONTAINER REQUIREMENTS:

- a. All containers in which milk is delivered shall be in environmentally conscious packing which is sound, sanitary, clean and leak proof. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination.
- b. Half pint containers should be made of paper, which is plastic coated of the Pure-Pak or Tetra-Pak type or approved equal, with lids which open properly. Positive nutritional education message and the required nutrition label should be printed on the carton. The carton should be collapsible when empty.

OTHER FOOD ITEMS: (where applicable)

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 have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity for 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 99% or above on the

scheduled delivery day. The remaining 1% 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 priced 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.

Standard 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 and the extension of that unit price or rate, the unit price or rate shall govern.

Unit 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 21 CFR. 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, only with prior approval from the Director of School Nutrition. 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.

IV. SAMPLES:

The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the bid number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

V. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)

a) Bidders are required to provide operating manuals for equipment, instructions for chemical use, and training when stated in Attachment B.

b) Upon request, the vendor shall submit MSDS sheets on products, instructions for use, and any other documents deemed necessary for compliance with specifications.

c) All items shall be properly labeled. No private labels will be accepted on commercial products.

d) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits and vegetable. Provide information on a flash drive or CD separate from the bid and marked "NUTRITIONAL INFORMATION". Or website access must be provided, complete with login information and web address for access with bid documents.

e) FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS

- In the event of loss of state or federal funds due to bidder(s) failure to meet CN Label/Product Analysis Requirements, the bidder(s) shall reimburse losses to District.

VI. EQUIVALENT/ALTERNATE PRODUCTS

A. Equivalent/alternate products may be bid on items where brand name is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.

3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.

4. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

VII. METHOD OF PAYMENT and PRICING INFORMATION

Prices

a) Prices are to be quoted per single unit.

b) **Escalation Clause:** In the event of an increase or decrease on the cost of raw milk, prices per ½ pint will be increased or decreased .001 cents per ½ pint for each 15c CWT, as per the published monthly rate on the United States Department of Agriculture Marketing Service Federal Order Number 7.

c) Changes in prices, with a copy of the current USDA Marketing Service Federal Order Number 7, must be sent to the Purchasing Department and the School Nutrition Office no less than monthly or at any time the price changes.

d) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

e) Prices will not include Federal Excise Tax or State Sales Tax.

f) The School Nutrition Program will make payment within thirty (30) 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 thirty (30) days under conditions as above.

g) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by location delivered and mailed to:

Bibb County Board of Education
School Nutrition Program/Accounts Payable
484 Mulberry Street
Macon, GA 31201

VIII. METHOD OF SHIPMENT/DELIVERY (where applicable)

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 F.O.B -**DAILY**- to the list of addresses as indicated on Attachment E. Daily deliveries must contain adequate quantities of each type of milk to fill the order placed by the manager. Empty cases must be removed **DAILY**.
- e) In an emergency situation in which the School Nutrition Program requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.
- f) Delivery schedules that fall on a holiday will be made the following business day.
- g) 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.
- h) In the event the product is not available and is not delivered in order to complete a reimbursable meal, the vendor will be responsible for any cost incurred due to the Districts' inability to provide a reimbursable meal and will be billed at the FREE Reimbursement rate per meal.
- i) Delivery shall be made to all schools and Central Kitchen each day, Monday through Friday, between the hours of 6:00 a.m. to 2:30 p.m. in accordance with the cafeteria requirements. (List of school locations attached) Deliveries during the summer will be at specific locations as to accommodate the Summer Food Service Program and Summer School.
- j) The milk cartons delivered to the cafeteria shall be placed by the vendor in the refrigerators and/or coolers as designated by the cafeteria manager. No deliveries shall be left outside of the building, such as on the loading dock.
- k) TEMPERATURE:
At the time the milk is delivered to the Bibb County Public Schools it shall have a temperature of not more than forty-one (41) degrees Fahrenheit and not less than thirty-five (35) degrees Fahrenheit.
- l) HANDLING OF UNUSED MILK:
Milk left over from the previous delivery is to be rotated in a manner to insure that the unused milk will be used first or replaced. Unsatisfactory milk (off flavor, damaged container, etc.) will be replaced with fresh milk each day, at no cost to the Bibb County Board of Education. Rotation or replacement will be at the direction of the cafeteria manager, or School Nutrition Director.

In the event that milk is not delivered to any school in time to be served with the regular student breakfast or lunch, the vendor will be required to pay the Federal reimbursement rate of the meal, since no Federal monies are paid for student meals without a ½ pint of milk.

IX. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the School Nutrition Program'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 School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

b) The School Nutrition Program's 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 School Nutrition Program's.

X. 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 School Nutrition. **Substitutions may be made only with prior approval of the Director of School 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 as the original awarded item.

XI. 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 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.

c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

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 School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.

iii) The School Nutrition Program 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 School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The School Nutrition Program 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 School Nutrition Program.

f) Evidence of Financial Capabilities (not required - best practice) - 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 Board/SNP. 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.

g) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

XII. ORDERING INFORMATION

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.

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 immediately.

c) **Emergency orders** - In an emergency situation in which the Contractor cannot provide the supplies within the emergency delivery period, the School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

XIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the School Nutrition Program 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.

XIV. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the School Nutrition Program, 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 School Nutrition Program.

XV. INDEPENDENT CONTRACTOR AND INDEMNITY

The vendor shall act as an independent Contractor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the School Nutrition Program, 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.

XVI. 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 "Start Date" shown on page #1 of this document entitled "INVITATION FOR BID".

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

XVII. FORCE MAJEURE

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor's performance for more than thirty (30) days, the School Nutrition Program 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 School Nutrition Program's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

XVIII. 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 School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Bibb County 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 School Nutrition Program. Such certificate shall be issued to Bibb County Board of Education, School Nutrition Program, 2011 Riverside Drive, Macon, GA 30204.

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.

XIX. 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.

XX. 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 School Nutrition Program's operations.

- XXI. 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.
- XXII. PRE-BID CONFERENCE:** If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. An Offeror should raise any questions it may have about the solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. VELOCITY REPORT:** Contractor shall supply a velocity report to the School Nutrition Director upon request. It must include Year to Date totals of individual items purchased.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Bibb County Board of Education, School Nutrition Dept., (hereinafter called School Nutrition Program) and _____ hereinafter called CONTRACTOR.

The School Nutrition Program 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 specified equipment to the School Nutrition Program's school designated.

ARTICLE 2. CONTRACT TIME

The food, equipment, supplies or goods shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

School Nutrition Program shall pay CONTRACTOR for delivery of specified goods in accordance with CONTRACTOR'S bid, which is attached hereto. School Nutrition Program shall pay CONTRACTOR net 30 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:

Bibb County School Nutrition Program
Attn: Accounting Department
484 Mulberry Street
Macon, GA 31201

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce School Nutrition Program 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 School Nutrition Program and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A -- Contract Signature Page
- Attachment B -- Specifications & Quote Sheet (attached file)
- Attachment C -- Vendor Bid Form
- Attachment D -- Delivery Site
- Attachment E -- Lobbying Certificate Disclosure
- Attachment F -- Debarment Form

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, School Nutrition Program and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to School Nutrition Program and CONTRACTOR.

This Agreement will be effective _____, 2017

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B
Specifications & Quote Sheet

SEE ATTACHMENTS

Excel File: SY17-18 Milk Specs & Quotation Sheets.xlsx

(This sheet is blank)
Specifications in separate file

**ATTACHMENT C
VENDOR BID FORM**

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the School Nutrition Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Bibb County Board of Education Procurement Department
4580 Cavalier Drive
Macon, GA 31201
478-779-3526

This Bid is submitted on this date:

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to Elaine Wilson, Procurement Director.

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

Lobbying Certificate Specifications
 Vendor Bid Form Contract Signature Page
 Vendor Acknowledgement Form Nutritional Data

Bid Pricing:

Unless items are specifically excluded in the Bid, the School Nutrition Program 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.

Total Bid Price: \$ _____

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 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 -- DELIVERY SITE

Bibb County School Nutrition Program

2011 Riverside Drive/Central Kitchen

Macon, GA 31204

478-779-2612

School Locations and Addresses listed on separate sheet.

Attachment E

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**ATTACHMENT F – VENDOR ACKNOWLEDGEMENT FORM
(DEBARRMENT FORM)**

File Attached Separately