



***Lowndes Board of Education***

***School Nutrition Program***

## **Lowndes County Board of Education**

### **School Nutrition Program**

1592 Norman Drive

Valdosta, Georgia 31601

Cansas Bussey, Interim Director of School Nutrition

[cansasbussey@lowndes.k12.ga.us](mailto:cansasbussey@lowndes.k12.ga.us) 229-245-2443 (fax) 229-245-2469

# **INVITATION FOR BID FOR MILK 2017**

**Issued on: May10, 2017**

**Final Date for Written Questions: May 26, 2017**

**Bid Due Date: May 31, 2017 at 2:00pm**

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).

This institution is an equal opportunity provider.

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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.
- 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.
- j) **Purchase Unit** - The package configuration (case, carton, box, bag, etc.) by which the products would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.
- k) **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, products, 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.
- l) **NSLP** - National School Lunch Program
- m) **SBP** - School Breakfast Program

## SECTION 1 TRANSMITTAL PAGE

The Lowndes Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Milk. Bids are due by **Tuesday, May 31, 2017, 2:00PM**. Bids will be opened at 2:00PM at the Lowndes Board of Education Central Office, 1592 Norman Drive, Valdosta, Georgia 31601.

Bids shall be mailed or delivered to the Terri Welden, Lowndes Board of Education, School Nutrition Program, (1592 Norman Drive, Valdosta, Georgia 31601. Bids must be enclosed in a sealed envelope and marked "IFB Bid for MILK".

Questions regarding this Invitation for Bid shall be directed to **Cansas Bussey, Interim Director of School Nutrition, [cansasbussey@lowndes.k12.ga.us](mailto:cansasbussey@lowndes.k12.ga.us)**.

### **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 Milk products to the Lowndes 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 milk list (Attachment B). The selected vendor(s) shall provide milk 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.

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

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on **Aug 1, 2017** and terminate on **June 30, 2018**.
- 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 Milk.”**
- b) Bids must be received by the Board/SNP no later than **2:00PM, Tuesday, May 31, 2017.**
- 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. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

**Lowndes County Board of Education  
Attention: Terri Welden  
1592 Norman Drive  
Valdosta, Georgia 31601**

- 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.
- e) The Board/SNP has the right to waive any and all informalities.

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

Issue Date	<b>May 10, 2017</b>
Final Date for written questions	<b>May 26, 2017</b>
Deadline for submitting bids	<b>May 31, 2017 2:00pm</b>

**V. AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be awarded to a single or to 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 Lowndes County 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 ten days of opening the bids. Submitted bids shall remain valid during this ten-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 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 Lowndes Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

**Lowndes Board of Education  
School Nutrition Program, Cansas Bussey, Interim Director of School Nutrition  
1592 Norman Drive  
Valdosta, Georgia 31601**

- 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 **May 26, 2017**, 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. LOWNDES SCHOOL NUTRITION Milk Products Delivery Points:**

<p><b>Clyattville Elementary</b> Addie Holsendolph,Mgr. 5386 Madison Highway  Valdosta, GA 31601 229-559-4169 <a href="mailto:addieholsendolph@lowndes.k12.ga.us">addieholsendolph@lowndes.k12.ga.us</a></p>	<p><b>Lake Park Elementary</b> Deborah Watford,Mgr. 605 W. Marion St. Lake Park, GA 31636 229-559-5153 <a href="mailto:deborahwatford@lowndes.k12.ga.us">deborahwatford@lowndes.k12.ga.us</a></p>	<p><b>Lowndes Middle School</b> Deidra Frier,Mgr. 2379 Copeland Rd.  Valdosta, GA 31601 229-245-2280 <a href="mailto:deidrafrier@lowndes.k12.ga.us">deidrafrier@lowndes.k12.ga.us</a></p>
<p><b>Moulton-Branch Elementary</b>  Debra Peacock,Mgr. 5725 Perimeter Road Valdosta, GA 31603 229-249-2636 <a href="mailto:debrapeacock@lowndes.k12.ga.us">debrapeacock@lowndes.k12.ga.us</a></p>	<p><b>Parker Mathis Learning Center</b> Dare Howze, Asst. Mgr.  1500 Lankford Drive Valdosta, GA 31601 229-245-2271, ext. 15 <a href="mailto:darehowze@lowndes.k12.ga.us">darehowze@lowndes.k12.ga.us</a></p>	<p><b>Lowndes High School</b>  T. Marie May,Mgr.  1606 Norman Dr. Valdosta, GA 31601 229-245-3772 <a href="mailto:teresamay@lowndes.k12.ga.us">teresamay@lowndes.k12.ga.us</a></p>
<p><b>Westside Elementary</b> Amy Cowart,Mgr. 2470 James Road Valdosta, GA 31601 229-245-2291</p>	<p><b>James Dewar Elementary</b> Donna Colley,Mgr. 3539 Mt. Zion Church Rd. Valdosta, GA 31602 229-219-1373</p>	<p><b>Pine Grove Elementary</b> Brenda Griffis,Mgr. 4175 River Rd. Valdosta, GA 31605 229-245-2296</p>

[amycowart@lowndes.k12.ga.us](mailto:amycowart@lowndes.k12.ga.us)

**Pine Grove Middle**

Chimere Nickson,  
Mgr.  
4159 River Road  
Valdosta, GA 31605  
229-219-3234

[chimerenickson@lowndes.k12.ga.us](mailto:chimerenickson@lowndes.k12.ga.us)

[donnacolley@lowndes.k12.ga.us](mailto:donnacolley@lowndes.k12.ga.us)

**Hahira Elementary**

Tracey Cumbie,  
Mgr in Training  
350 Claudia Dr.  
Hahira, GA 31632  
229-249-4913

[traceycumbie@lowndes.k12.ga.us](mailto:traceycumbie@lowndes.k12.ga.us)

[brendagriffis@lowndes.k12.ga.us](mailto:brendagriffis@lowndes.k12.ga.us)

**Hahira Middle School**

Vickey Reed,Mgr.  
401 East Main St.  
Hahira, GA 31632  
229-245-2293

[vickeyreed@lowndes.k12.ga.us](mailto:vickeyreed@lowndes.k12.ga.us)

VIII.

**IX. 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 Lowndes 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** (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 D.

#### 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 has 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.

#### 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.

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

a) **Termination** –The Lowndes 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** (7CFR3016.36(e))

It is the intent of the Lowndes 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, and 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 Lowndes 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 Lowndes 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**

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent (Wes Taylor) as the acting protest official of the Lowndes County School System at 1592 Norman Drive, Valdosta, Georgia 31601.

A protest of a solicitation shall be received by the named individual before the offer due date. The protest of a proposed award or of an award shall be filed within ten days from the award notice and shall include:

- a. \_ the name, address, and telephone number of the protestor;
- b. \_ the signature of the protestor or an authorized representative of the protestor;
- c. \_ identification of the purchasing agency and the solicitation or contract number;
- d. \_ a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- e. \_ the form of relief requested.

The Lowndes 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 products, 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**

**Lowndes County Board of Education School Nutrition  
Code of Conduct**

1. No employee, officer, or agent of the Lowndes County Board of Education shall participate in the selection, or award, or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest occur when any of the following has a financial or other interest in the firm selected for the award:
  - a. The employee, officer, or agent;
  - b. Any member of his immediate family;
  - c. His or her partner;
  - d. An organization that employs, or is about to employ, any of the above.
3. The Board of Education school employees, agents, or officers shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
4. The purchase during the program day of any food or service from a contractor for individual use is prohibited.

5. The removal of any food, supplies, or products, such as records or recipe books, etc. is prohibited.
6. The outside sale of such items as used oil, empty cans, etc., will be sold by contract between the Board of Education and outside agency.
7. Failure of any employee to abide by the above-stated code could result in a fine, suspension or both, or dismissal. Any resulting prosecution relating to the above items falls under the jurisdiction of the Federal court system. Interpretation of the code will be given at any time by contacting the nutrition director at 229-245-2443.

#### **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.

### **SECTION 3 SPECIAL INSTRUCTIONS**

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

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

(The pricing policy that you choose to submit must address the following concerns and should be outlined here:

1. The adjustments must be tied to an index, making them auditable.
2. It must pertain to all products in the solicitation, including delivery.
3. Indicate when price changes will take effect
4. Once adjusted, be firm throughout the remaining contract period).

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 thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the products 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.

## II. INVOICING

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

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

b) Monthly statements will be broken down by school invoice and mailed to:

**Lowndes County Board of Education**  
**School Nutrition Program**  
**Attention: Cindi Swilley**  
**1592 Norman Drive**  
**Valdosta, Georgia 31601**

## III. METHOD OF SHIPMENT/DELIVERY

**(1) Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays.

- a) All orders are to be delivered DAILY to the list of school addresses.
- b) Delivery schedules that fall on a holiday will be made the following business day.
- c) Delivery of products must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designed by the manager of that school. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

## IV. 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.

## V. 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.

## **VI. 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** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than April 5, 2016. 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 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 (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.

## **VII. ORDERING INFORMATION**

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

## **VIII. 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.

**IX. 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.

**X. 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.

**XI. 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 before **“Start Date”**.
- b) The Contractor must comply with the time of performance.

**XII. FORCE MAJEURE (Best Practice - these are catastrophic events such as tornados, war, etc.)**

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.

**XIII. 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 Lowndes 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 Board/SNP. Such certificate shall be issued to: Lowndes Board of Education, School Nutrition Dept., Cansas Bussey, and 1592 Norman Drive, Valdosta, Georgia 31601.

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.

**XIV. 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.

**XV. 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 products in a timely manner to minimize the disruption of the Board/SNP's operations.



## **ATTACHMENT A**

### **CONTRACT SIGNATURE PAGE**

This agreement is dated as of [REDACTED] by and between the Lowndes County Board of Education, School Nutrition Dept, (hereinafter called Board/SNP) and [REDACTED] 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 Products to the Board/SNP's schools.

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

The products 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 Products in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 10 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:

Lowndes County Board of Education  
School Nutrition Department  
Attention: Cindi Swilley  
1592 Norman Drive  
Valdosta, Georgia 31601

#### **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- Products Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Addenda

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 \_\_\_\_\_, 2017

Lowndes Board of Education

\_\_\_\_\_ Signature of Board member or designee

\_\_\_\_\_ Name of Board member or designee

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

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

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

## **ATTACHMENT B**

See Attached Excel Spreadsheet with items listed.



Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for 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 – CONTRACTOR AFFIDAVIT

**Must be completed and returned with proposal.  
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Lowndes County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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Federal Work Authorization User Identification Number

Date of Authorization

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Name of Contractor

Name of Project

Lowndes Board of Education

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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Signature of Authorized Officer or Agent

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Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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NOTARY PUBLIC

My Commission Expires:

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**ATTACHMENT E**

**LOBBYING FORM & DISCLOSURE**

Per **CFR 7.3018** – A Lobbying Certification and Disclosure must be printed and completed for all proposals \$100,000 and over. Please go to the following website and **print the form, sign and include in the RFP packet submitted.**

*Disclosure Form to Report Lobbying* is found at <http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

**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

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Name and Title of Authorized Representative

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Signature

Date