

MAG515

Fannin, Gilmer, and Pickens County School Nutrition Programs

INVITATION FOR BID (IFB) IFB # 1-PCSNP-MAG515, 2024-2025

Invitation For Bid Timeline	
Bid Issue Date	March 4, 2024
Final Date for Written Questions	March 18, 2024
Final Date for Submitting Alternate Products	March 18, 2024
Distributor Q&A Posted on the GPR	March 25, 2024
Bid Due Date and Time	April 8, 2024 @ 4:00 p.m.
Bid Due Location	Pickens County Board of Education
Bid Opening Date and Time	April 8, 2024 @ 4:00 p.m.
Bid Opening Location	Pickens County Board of Education
Award Date (per award letter)	April 12, 2024
Contract Start Date and End Date	July 1, 2024 through June 30, 2025
Name of Awardee (completed after contract is awarded)	

BID FOR	NAME OF PRODUCT	LABEL SEALED ENVELOPE AS FOLLOWS:
X	Food	“IFB FOOD” IFB # 1-PCSNP-MAG515, 2024-2025

Note:

This is a standardized sample document, which contains basic contract requirements, however depending on the bid item, some items may not be applicable. If the bidder is in doubt or has questions regarding the language, its meaning, or intent, it is the responsibility of the bidder to seek clarification prior to submission of the bid.

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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.

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, 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.

Force Majeure: A condition typically caused by catastrophic conditions which cause unforeseen, drastic increase in raw goods used in the manufacturing process or fuel costs. Simple increases in product or fuel costs are not considered "force majeure."

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 and meets the specifications of the bid. 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.

MAG515: Refer to Mountain Area Group 515 and its member school districts of SFA's of Fannin, Gilmer, and Pickens Counties.

NSLP: National School Lunch Program

NOI: Net Off Invoice. Method by which school districts receive credit for USDA commodity allocation funds which were sent to manufacturers who make products which are then purchased by school districts. Distributors, manufacturers, commodity tracking groups, and school districts work together to ensure USDA funds are tracked and credited for each purchase made.

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.

PTV: Pass Through Value. Amount of commodity value used by a manufacturer in the creation of a food item. The commodity value must be passed directly to the school district in the manner of a discount to the purchase price.

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.

SBP: School Breakfast Program

SFA: School Food Authority

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.

USDA: United States Department of Agriculture

Vendor: The provider of the goods and/or services under the Contract.

SECTION 1

TRANSMITTAL PAGE

The MAG515 and its member school districts (Fannin, Gilmer, Pickens Counties) is requesting sealed bids for School Nutrition for “**IFB # 1-PCSNP-MAG515, 2024-2025**”. Bids are due by the date, time and location shown on the Invitation for Bid Timeline. Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

The MAG515 is requesting sealed bids for School Nutrition for FOOD, “**IFB # 1-PCSNP-MAG515, 2024-2025.**” Bids are due by the date, time and location shown on the Invitation for Bid Timeline. Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

Sealed Bids shall be mailed or delivered to:

School County/City Name: **Pickens County School Nutrition Program**

Address: **100 D.B. Carroll Street**

City, State, Zip Code: **Jasper, GA 30143**

Questions regarding this Invitation for Bid shall be directed to: **Beth Thompson, Pickens SNP Director, Tel. 706-253-1700, or email: beththompson@pickenscountyschools.org**

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 Pickens County School Nutrition Program through sealed bids. School food authorities shall comply with the requirements of 7CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds.

b) The MAG515 is seeking to identify and select one vendor to provide the items as listed in the attached list in Attachment B. The selected vendor shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.

c) The MAG515 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 MAG515.

I. 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 for Bid Timeline (found on cover page).

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.

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

II. BID SUBMISSION PROCEDURES

The MAG515 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 MAG515 Member Districts.

- 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 FOOD/# 1-PCSNP-MAG515, 2024-2025."**
- b) Bids must be received by the MAG515 no later than the date shown on the Invitation for Bid Timeline.
- c) Late bids shall not be accepted. The MAG515 shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the location as stated above.

Emailed and/or faxed bids are not acceptable and will not be considered for SEALED BIDS.

An Excel electronic copy and 1(one)printed copy of the Bid Specification & Quote Sheet, along with any alternate or required information must be included inside the sealed bid package (Save data on jump drive, do not convert to .pdf).

- 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 MAG515's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information.
- e.) The MAG515 has the right to waive any and all informalities.

III. BID OPENING DATE/TIME/PLACE

Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline.

IV. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor 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 Pickens County Board of Education.
- c) The MAG515 will award the contract to the lowest responsive and responsible bidders 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 MAG515 SNP's reserve 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 MAG515 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 MAG515 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 MAG515 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.

V. SYSTEM CONTACT INFORMATION

a) This Invitation for Bid (IFB) is issued by the Pickens County School District on behalf of MAG515 and its member school districts. All inquiries, clarifications, or interpretations regarding this IFB should be directed by email to:

SFA Director Name: Beth Thompson email: beththompson@pickenscountyschools.org

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 MAG515 will accept only written inquiries regarding this IFB until the date shown on the Invitation for Bid Timeline, 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.

VI. 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 MAG515, 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 2 CFR 200 Appendix II Section I - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors 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 2 CFR 200.213.

The Vendor certifies that the Vendor and/or any of its sub vendors 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 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.

These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Vendor will immediately notify the School Food Authority if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. See Attachment G.

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

III. BUY AMERICAN STATEMENT (Food only)

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7CFR 210.21(d)) 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: 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. Substantial means over 51% 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. Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) Immediate Termination - This contract will terminate immediately and absolutely if the MAG515, through its member school districts, determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the MAG515 members cannot fulfill its obligations under the Contract, which determination is at the MAG515 members' sole discretion and shall be conclusive. Further, the MAG515 members may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- i) In the event the Vendor 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 MAG515 determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- iv) The Vendor furnished any statement, representation, or certification in connection with the Contractor the bidding process, which is materially false, deceptive, incorrect, or incomplete.

b) Termination for Cause - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the MAG515 to declare the Vendor in default of its obligation under the Contract:

- i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the MAG515's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
 - ii) The MAG515 determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
 - iv) The Vendor 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 Vendor terminates or suspends its business; or the MAG515 reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - v) The Vendor 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 Vendor has engaged in conduct that has or may expose the MAG515 or the State of Georgia to liability, as determined in the MAG515's sole discretion; or
 - vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the MAG515, the state of Georgia, or a third party.
- c) Notice of Default** - If there is a default event caused by the Vendor; the MAG515 shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the MAG515's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the MAG515 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 Vendor, and/or,
 - iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- d) Termination upon Notice** - Following thirty (30) days' written notice, the MAG515 may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the MAG515 up to and including date of termination.
- e) Termination Due to Change in Law** - The MAG515 shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of the following:
- i) The MAG515's authorization to operate is withdrawn or there is a material alteration in the programs administered by the MAG515; and/or
 - ii) The MAG515's duties are substantially modified.

f) Payment Limitation in Event of Termination - In the event of termination of the Contract for any reason by the MAG515, the member district(s) shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA 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 Vendor's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The MAG515 shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

g) The Vendor's Termination Duties - Upon receipt of notice of termination or upon request of the MAG515, the Vendor 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 SFAs may require;
- ii) Immediately cease using and return to the MAG515 and/or its member school districts, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
- iii) Comply with the MAG515's instructions for the timely transfer of any active files and work product by the Vendor under the Contract;
- iv) Cooperate in good faith with the MAG515, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
- v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Vendor.

V. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the MAG515 and its member school districts to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e., small purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321).

Positive efforts include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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.

(Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”)

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 \$150k)

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. Vendor 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. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub-grants of amounts

in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. CIVIL RIGHTS STATEMENT AND ASSURANCE

The MAG515 and its member school districts hereby agree that they will comply with:

- a) Title IV of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.);

- b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d) Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- e) Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- f) Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g) All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h) Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i) Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- j) The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the MAG515 and its member school districts (SFAs) agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the MAG515 member school districts, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the MAG515/SFA.



Title: MAG515 School Nutrition Directors

Printed Name: Martha Williams, Patricia Partin, Beth Thompson

X. RECORD RETENTION AND ACCESS CLAUSE

The Vendor 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 SFAs 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 Vendor 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 Vendor 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 Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFAs and/or its County/City Board of Education reserves the right to charge the Vendor 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 Pickens County Schools/SFA contact person, Beth Thompson protest official for the Pickens County Board of Education (MAG515). 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:
 - i) The name, address, and telephone number of the protestor;
 - ii) The signature of the protestor or an authorized representative of the protestor;
 - iii) Identification of the purchasing agency and the solicitation or contract number;
 - iv) Detailed statement of the legal and factual grounds of the protest including copies of relevant documents: The form of relief requested.
- v) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.
- vi) The MAG515 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." See Attachment I

XIII. CODE OF CONDUCT

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 MAG515 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 of MAG515 or its member school districts shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor 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 MAG515/SFA 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, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The MAG515 or its member school districts will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the MAG515/SFA.

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 nor 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. VELOCITY REPORT (where applicable)

Bidder shall supply a velocity report to the MAG515 School Nutrition Directors upon request. It must include Year to Date totals of individual items purchased.

XVII. VENDOR AFFIDAVIT (under O.C.G.A. § 13-10-91(b) (1))

Vendor verifies its compliance with O.C.G.A. § 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify, by completing Attachment J.

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment)

The MAG515 expect 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 MAG515 of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product(s), 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. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)

- a) All items shall be properly labeled. No private labels will be accepted on commercial products.
- b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive 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.
- c) **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 the MAG515/SFA.

IV. EQUIVALENT/ALTERNATE PRODUCTS

Equivalent/alternate products must be bid on items where brand name or equal 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. The MAG515 will be the sole determiner as to whether the substituted item is of equal or better specification. Samples of alternate/equivalent 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. Provide 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 on Attachment C Excel spreadsheet Equivalent Alternate Product Quote Sheet.
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.
5. When samples are required they will be received on March 18 between 9:00 a.m. to 2:00 p.m. at Pickens County Schools, 100 D.B. Carroll St., Jasper, GA 30143, Attn: Beth Thompson.

V. METHOD OF PAYMENT and PRICING INFORMATION—Escalation/De-escalation Clause

1. Prices - The pricing worksheet for all items listed shall remain firm at 3-month intervals. The bidder may request increases or decreases in prices based on changes in market conditions with proper third-party documentation. Price increase/decreases may be requested every three (3) months and must be submitted in writing thirty (30) days prior to July 1, October 1, January 1, and April 1 of each contract period to MAG515 spokesperson, Beth Thompson at beththompson@pickenscountyschools.org. The SFA has the right to accept or reject any or all written and submitted price increases requested.

The bidder is obligated to pass along any price decrease to the MAG515 as well as price increases. Total bid value will be monitored to ensure escalation requests do not exceed the current Federal purchasing cap. If escalation requests are in excess of the federal purchasing cap, a new solicitation will be issued.

2. Fixed Fee - A single fixed fee shall be quoted per shipping carton. The fixed fee shall be bid in dollars and cents, and NOT as a percentage (%). The distributor's fixed fees shall remain firm for the initial term of the contract and shall include ALL overhead, profit and handling charges. The fee for broken cases shall be prorated based on the number of units ordered from the full case. The Entities will keep broken case orders to a minimum. It is anticipated that these will be mostly spices, condiments and some non-food items.

3. During the contract period the MAG515 reserves the right, in their sole discretion, to add new items and new manufacturers to the contract as companies continue to offer new products through an addendum. New items will be purchased according to the following procedure:

- The MAG515 will submit product specifications to the awarded distributor.

- Distributor shall solicit costs for more than one approved product or an approved equal that meets the intended specifications.
 - If requested, samples for testing shall be provided at no cost to the SFA. Each sample should include the product nutrition information, allergy information, and preparation instructions.
 - Purchase prices for new items will be determined by: FOB shipping carton cost + freight – any bill backs + fixed fee per shipping carton.
 - The MAG515 reserves the right to change products as needed throughout this contract through an amendment or an addendum.
 - The MAG515 reserves the right to remove items from this contract through an amendment if product is no longer desired or used in the capacity once forecasted/needed.
4. At three (3) month intervals the distributor must request in-place manufacturers to either extend or lower in-place costs for the following (3) month period, if the price adjustment was requested and accepted per the terms of the contract. If a manufacturer increases the cost the distributor must solicit and document cost from other approved third-party sources in the same manner as the initial product pricing.
- a) The successful Bidder warrants that the bid price(s), terms, and conditions stated in the bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm through October 1, 2024, if a price adjustment was requested and accepted and fixed fees shall remain firm for the initial term of the contract.
- b) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- c) Prices will not include Federal Excise Tax or State Sales Tax.
- d) The MAG515 member school districts 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 SFA. 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.
- e) Invoices, at minimum, shall consist of the following information:
- Delivery location and date of delivery
 - Item description and unit cost
 - Extended cost for total quantity purchased
 - Total cost of all products purchased
 - Any discount or PTV deducted from the item's price
 - Total of all discounts or PTV subtotaled by manufacturer
- f) Monthly statements will be broken down by school invoice and mailed to the: MAG515 Member School Nutrition Directors.

VI. METHOD OF SHIPMENT/DELIVERY (where applicable)

- a) 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 Freight on Board (F.O.B) to addresses as indicated on Attachment E.
- c) In an emergency situation in which the SFA requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.
- d) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e) Delivery of product(s) 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.
- f) Two invoices are to be provided and must be reviewed and signed at the time of delivery and if any discrepancies are noted during delivery those will be initialed and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

- 1. After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the SFA will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- 2. After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the SFA 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 SFA to purchase quality product at the vendor's expense.
- 3. After the vendor's third and final offense of the aforementioned, the SFAs will terminate the contract for cause in writing via email and regular mail, copying the MAG515 member school district's Purchasing Compliance Officers.

VII. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the MAG515's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, 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 SFA's opinion, the best overall solution to meet the SFA's nutrition program specifications.

- b) The MAG515 reserves the right to award a single contract for the total requirement of the IFB that best serves the interest of the SFAs.

VIII. SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the MAG515 School Nutrition Directors. Substitutions may be made only with prior approval of the individual MAG515 member Directors 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 as applicable. In unprecedented circumstances, if vendor is unable to match case price, the case price must be provided on weekly "wait/out" list.

IX. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The MAG515 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 Beth Thompson, Pickens County SNP Director 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) **Addendum** -If clarification of the specifications/instructions is required, the request shall be made in writing no later than the time and date specified on the Invitation for Bid Timeline. Beth Thompson, SNP Director will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.
- 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 and dated, may be rejected as non-conforming.

- ii) The MAG515 reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the MAG515's issuance of a written notice of such irregularities.
- iii) The MAG515 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 MAG515 to award a contract. The MAG515 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 MAG515.
- v) Any Bidder who has demonstrated and documented poor performance during a current or previous agreement, within the last 3 years, with the MAG515 may be considered a non-responsible Bidder and their bid may be rejected. The MAG515 reserves the right to exercise this option as is deemed proper and/or necessary. See Attachment K Reference Form.
- vi) The MAG515 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 MAG515.
- 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 MAG515. 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** – Bids received are an irrevocable offer for 60 days after the bid opening time and date.

X. 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 SFA designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.
- b) **Inspection** - Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product(s) must be picked up immediately.
- c) **Emergency orders** - In an emergency situation in which the Vendor cannot provide the supplies within the emergency delivery period, the SFA has the option to purchase those supplies from another source with no penalty to either party.

XI. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the MAG515 and its member school districts and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

XII. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the MAG515, 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 MAG515.

XIII. INDEPENDENT VENDOR AND INDEMNITY

The vendor shall act as an independent Vendor and not as an employee of the school districts under the SFA. Vendor agrees to indemnify and hold harmless the SFA, 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 sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

XIV. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on the Invitation for Bid Timeline.
- b) The Vendor must comply with the time of performance.

XV. FORCE MAJEURE

If the MAG515, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Vendor's performance for more than thirty (30) days, the MAG515 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 MAG515's obligation to pay the Vendor for work already completed by the Vendor and the Vendor's warranty for work already completed.

XVI. EVIDENCE OF INSURANCE

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

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

b) Prior to commencement of performance of this Agreement, the vendor shall furnish to the MAG515 a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the MAG515 and its member School Boards of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten (10) days advance written notice to the SFA. Such certificate shall be issued to the MAG515 and its member Boards of Education (School districts).

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 Vendor, whichever shall occur later.

XVII. EXCEPTIONS

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

XVIII. WARRANTY

Successful Bidder shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the member school district’s school nutrition operations.

XIX. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the MAG515 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.

SAMPLES: The MAG515 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.

XX. PRE-BID CONFERENCE

A pre-bid conference has not been scheduled under this solicitation.

XXI. 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.

XXII. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the SFA reserves the right to:

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

XXIII. 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.

XXIV. FOOD RECALLS AND BIO SECURITY (required only for processing bids at this time)

The winning bidder shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from

the SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid. Vendor will provide the food recall contact person and the backup person's contact information to the

MAG515 member school nutrition directors or their designee by completing the following chart. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

Company Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
School System Name	Fannin County Schools Gilmer County Schools Pickens County School System
School Nutrition Contact Name	Martha Williams, SNP Director Patricia Partin, SNP Director Beth Thompson, SNP Director
Phone Number(s)	Office: 706-258-2619 706-276-5174 706-253-1700
E-mail address	mwilliams@fannin.k12.ga.us patricia.partin@gilmerschools.com beththompson@pickenscountyschools.org
Back-Up School Nutrition Contact Name	
Phone Number(s)	
E-mail address	

Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

XXV. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708 where applicable)

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

XXVI. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

[Appendix II to 2 CFR 200(f) (if applicable)]

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

XXVII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323) (if applicable)

An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 4

SCOPE OF SERVICES

1. All products furnished shall comply with the latest standards and regulations established by USDA.
2. MAG515 purchases only trans-fat free products, except for naturally occurring small amounts of trans-fat that may be present in animal proteins.
3. MAG515 reserves the right to determine whether or not the distributor has complied with product specifications and to choose which product best suits district's needs.
4. All bad or damaged merchandise shall be either replaced or credits issued as per request of Cafeteria Managers, within twenty-four hours of notification.
5. All merchandise shall be in good condition upon delivery.
6. No substitutions of any products, items, brands, or grades originally in the specifications or by addendum thereof, shall be made by the Distributor without the prior approval of MAG515 authorized representative(s) before delivery can take place. Substitutions without prior approval will not receive payment. Substitute products must abide by specifications. Payment for approved substitutions will be made per serving based on contracted pricing. In unprecedented circumstances, if vendor is unable to match case price, the case price must be provided on weekly "wait/out" list.
7. All food products shall be kept in the proper state of frozen or refrigeration, for each item, at all times, and shall be handled in accordance with the best commercial practices.
8. All items shall meet the USDA Buy American Requirement. MAG515 will request both domestic and import pricing for specified fruits and vegetables.
9. The supplier agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the supplier's facilities.
10. Included in proposal submissions, Distributors will need to provide access to an electronic copy of product data sheets for all items bid. Data sheets should include, but are not limited to, manufacturer ingredient and nutrition fact panel, allergy information, pack size, instructions for preparation and serving, and child nutrition product specification sheet (if available). The Distributor must notify MAG515 whenever there is a change of sources and provide access to appropriate documentation.
11. MAG515 must be notified by the Distributor of any ingredient or nutritional changes or preparation process changes within ten (10) days of Distributor receiving this information from the manufacturer.
12. Distributors must notify MAG515 of any manufacturer's recalls regarding items under this contract. Upon notification of a recall, the Distributor should contact MAG515 member school districts via telephone and then follow up in writing within 24 hours. All products, lot numbers or any other pertinent information available must be given to the district representative in writing within 24 hours. Failure to comply with this requirement may be cause for termination of this contract.

13. Random sampling and testing of products received may be performed. Should any item fail to meet specifications, quality or condition as sampled, MAG515 shall require the Distributor to remove any such item from every school, and full credit shall be given to each program for the total amount of product received.

14. The information concerning the specifications, manufacturer's name, product code number, or pack size is based on the latest available information that MAG515 has. If the information listed concerning the specifications, manufacturer, product code number, or pack size is incorrect, please note it on the item in question when quoting. The MAG515 may decide that the item needs to be re-bid if an error has occurred in the product specified.

Brand Name

Any reference to brand names and code or model number in these specifications is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. Specifications used are intended to be open and non-restrictive. The use of Brand names within this document should not be interpreted as the exclusive brand desired, unless clearly specified. Bids for products that have been pre-approved by the MAG515 as Equal or Equivalent identified in this solicitation will be accepted without further clarification. Bids for products with different brand names than those pre-approved by the MAG515 must be approved prior to bid closing.

Samples

Upon notification by the MAG515 the apparent successful bidder shall provide, within five (5) days, samples as requested. Samples will be provided at the expense of the bidder. If the samples for any line item are unacceptable to the MAG515, the MAG515 may reject the bid for that line item on the grounds that it is non-responsive.

Rebates and NOI

All unit prices quoted must include delivery to the schools and include all charges for fuel and distribution. The awarded Distributor must provide Net Off Invoice (NOI) and/or rebates for USDA at a reasonable fee where applicable. The Distributor must bring to the SFA's attention all rebates, incentives or any other form of remuneration which in effect lowers cost to the distributor. The distributor must pass on to the SFA fair compensation for rebates or bill-backs from manufacturers.

Delivery of Commodity Processed End Product (if applicable)

It is the distributor's responsibility to ensure that the manufacturer processing USDA commodity foods listed in Attachment B has an approved processing agreement, an approved Summary End Product Data Schedule (SEPDS), and are approved for NOI with the Georgia School Nutrition Program (GSNP). NOI Requirements:

1. Processor has approved SEPDS with GSNP
2. MAG515 has a positive inventory "on the books" or "in the bank"
3. Distributor must sell at a net price + distribution fees
4. Poultry Processors with Substitution Approval
5. Fully Substitutable Commodities

6. Identical Commodity/Commercial Products
7. Processor sells to distributor at gross price
8. Distributor sells product to any customer
9. Sales Verification
10. Processor responsible to conduct FNS sales verification
11. MAG515 is responsible to confirm receipt of NOI product AND commodity value
12. FNS takes title of product once the distributor delivers product.
13. Distributor invoices MAG515 the net price. The invoice must identify the gross case price and on a separate line the value of donated food(s) per case.
14. Distributor must have the technology in place to meet the reporting requirements of the processors for NOI commodity processed items, K12 Foodservice or Processor Link.

Pricing

1. **Prices** - The pricing worksheet for all items listed shall remain firm at 3 month intervals. The bidder may request increases or decreases in prices based on changes in market conditions with proper third-party documentation. Price increase/decreases may be requested every six (3) months and must be submitted in writing thirty (30) days prior to July 1, October 1, January 1 and April 1, of each contract period to MAG515 spokesperson, Beth Thompson.

The bidder is obligated to pass along any price decrease to the MAG515 as well as price increases.

Total bid value will be monitored to ensure escalation requests do not exceed the current Federal purchasing cap. If escalation requests are in excess of the federal purchasing cap, a new solicitation will be issued.

2. **Fixed Fee** - A single fixed fee shall be quoted per shipping carton. The fixed fee shall be bid in dollars and cents, and NOT as a percentage (%). The distributor's fixed fees shall remain firm for the initial term of the contract and shall include ALL overhead, profit, and handling charges. **Please see page 18, Escalation/De-escalation requirements.** The fee for broken cases shall be prorated based on the number of units ordered from the full case. The Entities will keep broken case orders to a minimum. It is anticipated that these will be mostly spices, condiments and some non-food items.

3. During the contract period the MAG515 reserves the right, in its sole discretion, to add new items and new manufacturers to the contract as companies continue to offer new products through an addendum. New items will be purchased according to the following procedure:

- The MAG515 will submit product specifications to the awarded distributor.
- Distributor shall solicit costs for more than one approved product or an approved equal that meets the intended specifications.
- If requested, samples for testing shall be provided at no cost to the SFA. Each sample should include the product nutrition information, allergy information, and preparation instructions.

- Purchase prices for new items will be determined by: FOB shipping carton cost + freight – any bill backs + fixed fee per shipping carton.
 - The MAG515 reserves the right to change products as needed throughout this contract through an amendment or an addendum.
 - The MAG515 reserves the right to remove items from this contract through an amendment if product is no longer desired or used in the capacity once forecasted.
4. At three (3) month intervals the distributor must request in-place manufacturers to either extend or lower in-place costs for the following (3) month period, if the price adjustment was requested and accepted per the terms of the contract. If a manufacturer increases the cost the distributor must solicit and document cost from other approved third-party sources in the same manner as the initial product pricing.
- a) The successful Bidder warrants that the bid price(s), terms, and conditions stated in the bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm through October 1, 2024 if a price adjustment was requested and accepted and fixed fees shall remain firm for the initial term of the contract.
 - b) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
 - c) Prices will not include Federal Excise Tax or State Sales Tax.
 - d) 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 SFA. 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.
 - e) Invoices, at minimum, shall consist of the following information:
 - Delivery location and date of delivery
 - Item description and unit cost
 - Extended cost for total quantity purchased
 - Total cost of all products purchased
 - Any discount or PTV deducted from the item's price
 - Total of all discounts or PTV subtotaled by manufacturer
 - f) Monthly statements will be broken down by school invoice and mailed to the MAG515 member school districts School Nutrition Program Directors.

Utilization Reports

The awarded Distributor must provide a monthly usage report to MAG515 that shows the totals purchased for each food product. In order to meet manufacturer rebate deadlines, the MAG515 must receive reports via email or soft copy by the 15th of each month. Distributor must provide usage reports by specific manufacturer, specific time frame and/or by school as requested.

Participation in Value Pass Through (Net Off Invoice) System Preferred

USDA value is an expense to the SFA and will be taken in consideration with Distributors' bids when calculating the base value cost. The Georgia Department of Education has approved the Value Pass Through (Net Off Invoice (NOI)) system. Preference will be given to the Distributor that is capable of participation in NOI.

Emergency Orders

Emergency orders may be placed occasionally. The awarded Distributor is expected to make delivery within twenty-four (24) hours of notification. If the awarded Distributor cannot provide the supplies within the emergency delivery period, the SFA has the option to purchase those supplies from another source with no penalty to either party and without engaging in a separate solicitation process.

Delivery Requirements

Distributors must be able to meet the following delivery requirements or they will be determined to be non-responsive or non-responsible and not eligible for award. A Distributor that cannot meet one of these delivery requirements should either not participate in the solicitation or should seek a request for material substitution as set forth in Section V. Requests for material substitution of products, services, or contract terms above.

The member schools of the MAG515 will be submitting weekly food orders for all delivery sites throughout the school year, which includes summer feeding. The distributor must submit a delivery schedule to the Districts within one week of award, noting the day of the week that deliveries will be made to each school.

A list of schools, addresses and phone numbers was provided to Distributor through the solicitation process giving rise to this Agreement and an updated list of schools, address and phone numbers may be provided to Distributor from time to time by the MAG515 member school districts or upon request by the Distributor. Deliveries shall be made as ordered by the MAG515 member school districts' central School Nutrition Program by school, Monday through Friday according to the schedule provided by the Distributor between the hours of 5:30am and 2:00pm, unless expressly arranged and agreed to by the school's MAG515 director. MAG515 member districts are able to schedule key drop deliveries if necessary. If delivery will be made on days other than those listed on the schedule, the distributor must contact the MAG515 Director at least twenty-four (24) hours before scheduled delivery date to obtain approval for the delivery. If the delivery date is on a district holiday, the delivery shall be made on the next business day for the district following the holiday. MAG515 will provide a school calendar to Distributor. The MAG515 district members reserve the right to cancel deliveries in the event of an unforeseen school closure.

Time of delivery is a material term of the Agreement. If the Distributor cannot meet the required delivery date, the Distributor may be declared to be in breach of the agreement by the MAG515.

Only an authorized school nutrition representative, such as a cafeteria manager, may accept and sign for deliveries. However, cafeteria managers do not have authority to vary the terms of the agreement. If it is subsequently determined through an audit or otherwise that a cafeteria manager has accepted for delivery goods and or services that do not comply with the specifications or pricing terms of this agreement, then Distributor agrees to correct its delivery or nonconforming goods and/or services by replacing the non-conforming goods and/or services at Distributor's expense, cancelling any charges for non-conforming goods and/or services, or reimbursing the MAG515 district for the price paid for any non-conforming goods and/or services.

All deliveries made to the SFA school sites shall require inside delivery. The prices included in Attachment B of this agreement must include any and all delivery charges. The SFA staff will not participate in the removal of merchandise from any truck or transport vehicle.

All delivery trucks must be clean, sanitary, and free from dirt and debris. The cafeteria manger or designee may refuse a delivery if the truck is not clean and sanitary.

The MAG515 reserves the right to require Distributor to reimburse the district for overtime payments made by the district to school employees due to late deliveries by Distributor.

If the goods have not been delivered by the specified delivery date and no written/verbal extension of such delivery date has been granted by the MAG515 member school district, the district reserves the right to cancel the purchase of the bid items and/or any other pending purchase orders to the same vendor. The district may purchase substitute goods and/or services and charge vendor for the difference between the price listed in Attachment B and the cost of the substitute goods from the other vendor.

The number of delivery sites and delivery site addresses are subject to change due to the needs of the MAG515 member school districts.

Minimum Order Clause

Any minimum order requirements imposed by the Bidder shall be stated on bids prior to bid opening and contract award. Order limitations placed on the MAG515 after contract award will not be accepted. If the successful Bidder fails to honor orders placed by the MAG515 for the entire period of the contract, then the Bidder will be held responsible for any cost incurred by the MAG515 to resolicit for the items.

The MAG515 reserves the right to negotiate minimum orders whether by total dollar amount and/or by volume in association with the total amount to the Bidder in terms of total dollar amount and/or volume. If mutual agreement cannot be reached as to the minimum order amount, the MAG515 reserves the right to find the Bidder non-responsive and to make the award to the next low bidder who is responsible and responsive or to resolicit for those items, whichever is deemed in the best interest of the MAG515. The decision of the MAG515 shall be final and unappealable.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the MAG515 Member School Districts, SFA and _____ hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide all products as specified or indicated in the Contract Documents. Vendor shall supply and deliver specified equipment to the MAG515's school designated, if applicable to this solicitation.

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

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The SFA shall pay VENDOR 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 central office personnel which is found on Attachment E.

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the MAG515 to enter into this Agreement, VENDOR makes the following representations:

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

5.2 VENDOR 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 the MAG515 and VENDOR 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
- Attachment C: Equivalent/Alternate Product Quote Sheet
- Attachment D: Vendor Bid Form
- Attachment E: School Contact, Delivery Sites, and Calendars
- Attachment F: Lobbying Certificate Disclosure
- Attachment G: Debarment, Suspended and Ineligible Status
- Attachment H: Bid Exception Form
- Attachment I: Anti-Collusion Affidavit
- Attachment J: Vendor Affidavit (E-Verify)
- Attachment K: Reference 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, MAG515 and VENDOR have signed this Agreement. One counterpart each has been delivered to School Nutrition Program and VENDOR. This Agreement will be effective _____, 20____.

MAG515 _____

Signature of MAG515 member or designee _____

Name of MAG515 member or designee _____

Date _____

Vendor Company Name _____

Signature of Company Representative _____

Name of Company Representative _____

Date _____

ATTACHMENT B

SPECIFICATIONS & QUOTE SHEETS

BUY AMERICAN

Language pertaining to Buy American is embedded in the body of this document. The Specification & Quote Sheet includes specifications for vendor to specify both domestic and import pricing for all applicable products. The individual SFA will utilize the Buy American Form to justify purchase of non- domestic products.

MAG515 FY25 Food Bid- Attachment B- Specification & Quote Excel Sheet

(Editable Excel Sheet)

ATTACHMENT C

EQUIVALENT/ALTERNATE PRODUCTS SPECIFICATION & QUOTE EXCEL SHEET

EQUIVALENT/ALTERNATE PRODUCTS

Where brand name or equal is specified, an equivalent/alternate product(s) must be bid, 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/equivalent 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.

Equivalent/alternate products must be pre-approved using the "MAG515 FY25 Food Bid- Attachment C- Equivalent/Alternate Product Quote Excel Sheet. This must be submitted to Beth Thompson at beththompson@pickenscountyschools.org by March 18, 2024 for pre-approval.

Samples should not be sent unless requested.

When samples are required they will be received on March 18, 2024 from 9:00 a.m. to 2:00 p.m. at Pickens County Schools: Attention Beth Thompson.

Equivalent/Alternate Product Quote Sheet (Editable Excel Sheet)

ATTACHMENT D

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: MAG515 - c/o Pickens County Board of Education School Nutrition Program 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:

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 IFB and all applicable documents must be returned with bidder's submission. (check all that applies):

- Lobbying Certificate
- Specifications & Quote Sheet (Attachment B) (Submit 1 hard copy, and electronic copy saved on jump drive in Excel format, not a .pdf)
- Equivalent/Alternate Product Quote Sheet (Attachment C) (Submit 1 hard copy, and electronic copy saved on jump drive in Excel format, not a .pdf)
- Debarment Status Form (Attachment G)
- Anti-Collusion Affidavit (Attachment I)
- Vendor Bid Form (Attachment D)
- E-Verify (Attachment J)
- Contract Signature Page (Attachment A)
- Bid Exception Form (Attachment H)
- Reference Form (Attachment K)
- Biosecurity Policy/Plan

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 – page 2.)

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 E – MAG515 DELIVERY SITE(S),

All items will be delivered to the following SCHOOLS:

Fannin County Schools	
Blue Ridge Elementary School Dana Hawkins, Manager 224 East Highland Street Blue Ridge, GA 30513 706-632-5772	East Fannin Elementary Malissa Annis, Manager 1 Elementary Circle Morganton, GA 30560 706-374-6418
West Fannin Elementary Amy Hawkins, Manager 5060 Blue Ridge Drive Blue Ridge, GA 30513 706-492-3644	Fannin County Middle School Theresa Ray, Manager 4560 Old Hwy 76 Blue Ridge, GA 30513 706-632-6100
Fannin County High School Heather Cobb, Manager 360 Rebel Circle Blue Ridge, GA 30513 706-632-2081	Fannin Central Office Martha Williams, Director mwilliams@fannin.k12.ga.us 6145 Old Hwy 76 Blue Ridge, GA 30513 706-258-2619
Fannin Central Office Kelly Gonzales, Nutrition Bookkeeper kgonzales@fannin.k12.ga.us 6145 Old Hwy 76 Blue Ridge, GA 30513 706-258-2619	Fannin Central Office Rhonda Anderson randerson@fannin.k12.ga.us 6145 Old Hwy 76 Blue Ridge, GA 30513 706-258-2619

Gilmer County Schools Nutrition Contact Information

<p>Clear Creek Elementary School Teresa Hatfield, Manager 901 Clear Creek School Drive Ellijay, GA 30536 706-276-5019</p>	<p>Ellijay Elementary School Sandra McClure, Manager 32 McCutchen Street Ellijay, GA 30540 706-276-5029</p>
<p>Mountain View Elementary School Gail Wright, Manager 350 Calvin Jackson Drive Ellijay, GA 30540 706-276-5109</p>	<p>Clear Creek Middle School Deanna Patterson, Manager 346 Clear Creek School Drive Ellijay, GA 30536 706-276-5159</p>
<p>Gilmer High School Karen Pinson, Manager 408 Bobcat Trail Ellijay, GA 30540 706-276-5089</p>	<p>Gilmer County Schools Nutrition Central Office Patricia Partin, SN Director patricia.partin@gilmerschools.com 134 Industrial Boulevard Ellijay, GA 30540 706-276-5174</p>
<p>Clear Creek Warehouse Daphne Hice, Warehouse Supervisor 228 Clear Creek School Drive Ellijay, Ga 30536 706-276-5089</p>	<p>Gilmer County Schools Nutrition Central Office Daphnie Hice, SN Coordinator daphnie.hice@gilmerschools.com 134 Industrial Boulevard Ellijay, GA 30540 706-276-5175</p>

Pickens County Schools	
<p>Harmony Elementary School Tina Wiman, Manager 550 Harmony School Rd Jasper, GA 30143 706-253-1847</p>	<p>Hill City Elementary Glenda Bryant, Manager 600 Hill Circle Jasper, GA 30143 706-253-1889</p>
<p>Tate Elementary Gina Pyles, Manager 5630 Hwy 53 East Tate, Ga 30177 706-253-1861</p>	<p>Jasper Middle School Brenda Smith, Manager 158 Stegall Drive Jasper, GA 30143 706-253-1737</p>
<p>Pickens Junior High School Chandra Reese, Manager 1802 Refuge Road Jasper, GA 30143 706-253-1837</p>	<p>Pickens High School Andrea Wood 500 Dragon Drive Jasper, GA 30143 706-253-1805</p>
School Nutrition Central Office Staff	
<p>School Nutrition Accounting Specialist Tami Goode tamigoode@pickenscountyschools.org Pickens County BOE 100 D.B. Carroll St. Jasper, GA 30143 706-253-1700</p>	<p>School Nutrition Director Beth Thompson beththompson@pickenscountyschools.org Pickens County BOE 100 D. B. Carroll St. Jasper, GA 30143 706-253-1700</p>

Fannin County School System 2024-2025 School Calendar

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Category of Events
March 10-21, 2025 - Pre-K Registration
March 24-26, 2025 Kindergarten Registration BRES, EFES & WFES
Parent/Teacher Conference: October 25 & March 30

July 4 - Holiday

July 30 - Aug 1 - Professional Learning Day

August 2 - Students 1st Day

September 2 - Holiday

October 7 & 8 - Professional Learning Day

October 9 - 11 - Holiday

October 25 - Early Release - Parent Teacher Conference

November 25 - 29 - Thanksgiving Break

December 23 - January 3 - Christmas Break

January 6 - Professional Learning Day

January 7 - Students Return from Break

January 20 - Holiday

February 27 & 28 - Professional Learning Day

March 10 - 21 Pre-K Registration

March 24-26 Kindergarten Registration-BRES, EFES, WFES

March 28 - Early Release - Parent Teacher Conference

March 31 - April 4 - Spring Break

April 18 - Holiday

May 23 - Graduation

May 26 - Holiday

May 27 & 28 - Professional Learning Day

Testing Dates

Sem/Final Exams:
PCMS/FCIS Dec. 19 & 20, 2024 & May 22 & 23, 2025

Milestones Test Window
Winter 2024 EOC (FCIS Only)
December 2 to December 18, 2024
Spring 2205 DOC (FCIS Courses)
May 5 to May 16, 2025
Spring 2025 EOG (3rd-8th Grades)
April 21 to May 9, 2025

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Notes
DAYS FOR SPRING BREAK AND HOLIDAYS CAN BE USED TO MAKE UP DAYS MISSED DUE TO INCLEMENT WEATHER OR OTHER REASONS

Gilmer County School System | 2024-2025 CALENDAR (REVISED 12/14/2023)

JULY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 26 – New Teacher Orientation
July 29-August 2- Pre-Planning

Jan. 2-3 -Pre-Planning
Jan. 6 – Students Return

JANUARY '25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19 Instructional Days

AUGUST '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 29-August 2 -Pre-Planning
August 5 – First Day of School

20 Instructional Days

Feb. 17-19 – Winter Break

FEBRUARY '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 Instructional Days

SEPTEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept. 2 - Labor Day
Sept. 25-27 – Fall Break

17 Instructional Days

March 13 – End 3rd 9 Weeks
March 14 – Teacher PL Day

MARCH '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 Instructional Days

OCTOBER '24						
S	M	T	W	Th	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct. 10 – End 1st 9 Weeks
Oct. 14 – Teacher PL Day

22 Instructional Days

April 7-11 – Spring Break

APRIL '25						
S	M	T	W	Th	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

17 Instructional Days

NOVEMBER '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov. 25-29 – Thanksgiving Break

16 Instructional Days

May 22-23 - Exam/Early Release
May 23 – End 4th 9 Weeks
May 27-28 – Post Planning

MAY '25						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17 Instructional Days

DECEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec. 19-20 – Exam/Early Release
Dec. 20 – End 2nd 9 Weeks

15 Instructional Days

JUNE '25						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Student Holidays
Teacher Planning Days
Exam/Early Release
First/Last Day of Semester



Pickens County School District

2024-2025 Calendar

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2024	
July	
24-31	Pre-planning/In-Service Day
August	
1	First Day of School - Staggered Start
30	Virtual Learning Day
September	
2	School Holiday
16-20	School Holiday
October	
11	Virtual Learning Day - Parent Conference
November	
5	Virtual Learning Day - Election Day
25-29	School Holiday
December	
20	Last Day of Semester
23-31	School Holiday
All holidays/breaks are subject to revisions due to local events.	
The school district will implement a staggered start in the Spring. Details will be released in the Spring.	
Board Approved - 12-14-2023	

	Fannin	Gilmer	Pickens
General			
Number of Schools	5	5	6
Number of Delivery Sites	5	5	6
Student Enrollment October 31, 2023	2,835	4,110	4,007
Meal Participation School Year 2022-2023			
Number of Lunches (student & adult)	268,693	487,049	464,517
Average Daily Participation for Students	1,457	2,582	2,568
Number of Breakfast (student & adult)	232,708	356,193	214,948
Average Daily Participation for Students	1,281	1,932	1,2221
Summer 2023 Feeding Meals	4,359	19,019	5,642
Average Daily Participation for Students	100	634	282
After School Snack	2,585	20,275	28,705
Average Daily Participation for Students	49%	119	178
Average Daily Participation SY 2024 through January 2024			
Breakfast	1,229	2,079	1,165
Lunch	1,437	2,676	2,539
After School Snack	36%	230	0
SY 2024 Budget			
Food other than Milk, Bread, Produce, Ice cream	\$ 451,158.00	\$ 711,562.50	\$ 752,000

ATTACHMENT F

LOBBYING FORM & DISCLOSURE

**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

LOBBYING FORM & DISCLOSURE

Approved by OMB No. 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See Reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, If known:</p>	<p>9. Award Amount, If known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

ATTACHMENT F

LOBBYING FORM & DISCLOSURE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 - 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT H

BID EXCEPTION FORM

Vendor Name:	Invitation for Bid (IFB) for FOOD, 1-PCSNP- MAG515, 2024-2025	Date of Submittal:
Number and Title of each section of IFB that Bidder takes exception	<u>Number and Title:</u> <u>Section:</u>	<u>Number and Title:</u> <u>Section:</u>
Specific Sentence within each section	<u>Sentence:</u>	<u>Sentence:</u>
Alternate Provisions proposed by Bidder	<u>Alternate:</u>	<u>Alternate:</u>
Vendor's Authorization Signature:		
Vendor's Authorization printed name:		
Title:		

ATTACHMENT I

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY/CITY OF:

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires: _____

ATTACHMENT J

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. § 13-10- 91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of _____ County/City 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 vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-verify Number (4 to 6-digit number) _____

Date of Authorization _____

Name of Vendor _____

_____ County/City Board of Education

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

Executed on _____, _____, 20__ in _____(city), _____ (state).

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Officer or Agent _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__ .

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT K

Vendor Reference Form

As a part of the IFB process, the SFA requires suppliers to submit business references within this solicitation.

The purpose of these references is to document the experience relevant to the scope of work and aid in the award process.

Company Name:		IFB Solicitation 1-PCSNP-MAG515, 2024-2025		
Business or School System Name	Address	Contact Name and Phone Number	E-mail address	Dates of Service To/From: