

**Decatur County Board of Education
School Nutrition Program**

1417 Dothan Road
Bainbridge, Ga 39817
(229) 243-5321

**INVITATION FOR BID FOR
PAPER AND
CLEANING
PRODUCTS**

Issued on: May 17, 2023

Final Date for Written Questions: June 21, 2023

Bid Due Date: June 28, 2023

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

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

This institution is an equal opportunity provider.

TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1 - TRANSMITTAL PAGE	4
SECTION 2 - STANDARD TERMS AND CONDITIONS.....	7
SECTION 3 - SPECIAL INSTRUCTIONS.....	12
SECTION 4 - ATTACHMENTS.....	17
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	
ATTACHMENT B - FOOD SPECIFICATIONS.....	
ATTACHMENT C – VENDOR BID FORM.....	
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE.....	

DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- f) **Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.
- g) **Dry Food Product**- A dry product that does NOT require freezing or refrigeration.
- h) **Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- i) **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.
- j) **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.
- k) **Solicitation** - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, 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.
- l) **NSLP** - National School Lunch Program
- m) **SBP** - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Decatur County School Nutrition Program is requesting sealed bids for Food Products. Bids are due by **1:30 P.M. June 28, 2023**. Bids will be opened at **1417 Dothan Road, Bainbridge GA @ 2:00P.M.**

Bids shall be mailed or delivered to the Decatur County School Nutrition Program, 1417 Dothan Road Bainbridge, GA 39819. Bids must be enclosed in a sealed envelope and marked "IFB for Paper/ Cleaning Products".

Questions regarding this Invitation for Bid shall be directed to: Tina Shinall (229) 243-5321 X 3 or tshinall@dcboe.com

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver paper and Cleaning supply Products to the Decatur County School Nutrition Program through sealed bids.
- b) The SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.
- c) The SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2023 and terminate on June 30, 2024.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form for a total of (5) years.

III. BID SUBMISSION PROCEDURES

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

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, "**IFB**

for Paper and Cleaning supply Products.” Or submitted electronically through inventory software provided using password protected accounts.

- b) Bids must be received by the SNP no later than 1:30 June 28, 2023.
- c) Late bids shall not be accepted. The SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the SNP. Emailed and faxed bids are not acceptable and will not be considered. Paper bids must be mailed or delivered to:

Decatur County
School Nutrition Department
1417 Dothan Road
Bainbridge, GA 39817

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

IV. BID OPENING DATE/TIME/PLACE

Issue Date	May 17, 2023
Final Date for written questions	June 21, 2023
Deadline for submitting bids	June 28, 2023

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Decatur County Board of Education.
- c) The SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately 30 (30) days of the opening of the bids. Submitted bids shall remain valid during this Thirty-day period. The SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior

negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by Decatur County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:
 Decatur County Board of Education
 School Nutrition Program
 1417 Dothan Road
 Bainbridge, GA 39817

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until June 21, 2023, in order for a reply to reach all Bidders before the bid closes. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

ACC Distributors Attention: Christy Wilkes P.O. Box 439 Leesburg, GA 31763 Phone: 800-476-9141 FAX: 229-431-2307 Christywilkes@accdistributors.com	Osceola Supply, Inc. Attention: Kimberly Smith PO Box 13503 Tallahassee, FL 32317 Phone: 850-580-4079 Fax: 850-580-9800 ksmith@osceolasupply.com
Williams Institutional Foods Attention: Craig McCrary P.O. Box 370 Douglas, GA 31534 Phone: 800-342-5220 FAX: 229-384-0533 cmccrary@williams-foods.com	Catko Distributors Attn: Janna Thrift 2301 West Savannah Ave Valdosta, GA 31601 Phone: 229-460-8050 janna@catko.com
Also Posted to the Georgia Procurement Registry for Public Acceptance and Availability	Also Posted to the Decatur County Board of Education Website www.dcboe.com for Public Acceptance and Availability

SECTION 2 STANDARD TERMS AND CONDITIONS

The contract between the Decatur County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

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

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

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

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

III. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term ‘domestic commodity or product’ means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

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

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

V. HUB STATEMENT (intention to involve minority businesses where possible)

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

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

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

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

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

IX. CIVIL RIGHTS STATEMENT

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

X. RECORD RETENTION AND ACCESS CLAUSE

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

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

Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Decatur County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent, Boyd English as the acting protest official of the Decatur County Board of Education, School Nutrition Program at 1417 Dothan Road, Bainbridge, GA 39817. The protest shall be filed no later than ten (10) days from the award notice and shall include:

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

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

c) The Decatur County Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

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

SECTION 3 SPECIAL INSTRUCTIONS

I. HACCP REQUIREMENTS

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

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

- a) Bidders are required to list manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.
- b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.
- d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

III. METHOD OF PAYMENT and PRICING INFORMATION

- a) **Prices** - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the Consumer Price index, or any other verifiable index.

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

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

- b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

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

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

- e) The SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SNP. Advance billings are not

allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

IV. f) Invoicing

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

1. Location of delivery.
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased
5. Date of Delivery
6. Purchase Order Number
7. Individual Invoice number

*** Invoice must accompany delivery to warehouse.

ii) Monthly statements will be broken down by school invoice and date of delivery then mailed to:

Accounts Payable
Attn: Renee Wooten
1417 Dothan Road
Bainbridge, Ga 39817

V. METHOD OF SHIPMENT/DELIVERY

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

b) All orders are to be delivered on days previously determined best by both SNP and vendor.

c) All deliveries are to be F.O.B Destination to 104 Spring Creek Road. Bainbridge, GA 39817.

d) In an emergency situation in which the SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SNP has the option to purchase those goods from another source with no penalty to either party.

e) Delivery schedules that fall on a holiday will be made the next agreed upon business day.

f) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

VI. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the SNP's opinion, the best overall solution to meet the SNP's specifications.

b) The SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the SNP.

VII. SUBSTITUTION CLAUSE

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

VIII. 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 SNP reserves the right to request information or respond to inquiries for clarification purposes only.

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

c) **Addenda** - Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than (June 21, 2023). Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, and notice of the issuance of the Addendum will be given to all parties recorded by the SNP as having received the IFB documents from the SNP. Receipt of the Addendum should be acknowledged in the bid. Although the SNP will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) Bid examination -

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

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

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

IX. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable paper and Cleaning supply will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency situation in which the SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the SNP has the option to purchase those supplies from another source with no penalty to either party.
- d) **Estimated Quantities** - The quantity is identified as “**estimated**” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.
- e) **Special Order Quantities** - In a situation where bid items are brought in specifically for this SNP, notification of such must be made in writing no later than 90 days from beginning of contract.

X. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

XI. ASSIGNMENT

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

XII. INDEPENDENT CONTRACTOR AND INDEMNITY

The vendor shall act as an independent Contractor and not as an employee of the SNP. Vendor agrees to indemnify and hold harmless the SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this IFB.

XIII. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on July 9, 2018
- b) The Contractor must comply with the time of performance.

XIV. FORCE MAJEURE (these are catastrophic events such as tornados, war, etc.)

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

XV. EVIDENCE OF INSURANCE

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

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

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Decatur County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the SNP. Such certificate shall be issued to: Decatur County Board of Education, School Nutrition Dept, 1304 East Evans Street, Bainbridge, GA 39819.

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

XVI. 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.

XVII. 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 SNP's operations.

ATTACHMENT A
CONTRACT SIGNATURE PAGE

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

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

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver paper and Cleaning supply products to the SNP's schools.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

SNP shall pay CONTRACTOR for delivery of paper and Cleaning supply products in accordance with CONTRACTOR'S bid, which is attached hereto. SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Decatur County SNP Accounts Payable
1304 East Evans Street
Bainbridge, GA 39819
Attn: Shea Harrell

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Addenda (as needed)

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

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

This Agreement will be effective _____, 2023

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B
Paper and Cleaning Supplies Specifications

The paper and cleaning supplies specifications are in a separate packet attached to this form..

THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”; IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND THAT THE BOARD/SNP IN ACCEPTING ANY BID OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

ATTACHMENT C VENDOR BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP 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: Decatur County Board of Education
School Nutrition Division
1417 Dothan Road
Bainbridge, GA 39817

This Bid is submitted on this date: _____

This Bid is valid for thirty (30) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Contact Name/Title: Tina Shinall / Procurement Clerk
Contact Telephone: (229) 243-5321 X 3
Contact Email: tshinall@dcboe.com

Receipt of Addenda:

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

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

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

- Lobbying Certificate
- Food Specifications
- Vendor Bid Form
- Contract Signature Page

Bid Pricing:

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

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

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

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

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

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

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

District Item#	ItemNameDescription	Purchase Whole unit	Broken units	Bid Pack size	Preferred Brand or an approved Equivilant	Description	Estimated Quantity	Bid Manufacturer Name	Bid Product Code	Bid Price	Comments
5000	BLEACH	Case	6				24				
5001	CHEMICAL ALPHA	Package	2			Allpurpose Cleaner that fits J-Fill Dispenser	24				
5002	CHEMICAL BREAK_UP	Package	2			Degreaser that fits J-Fill Dispenser	24				
5003	CHEMICAL GERMICIDE	Bucket	1			Quat sanitizer for pot and pan sinks	50				
5004	CHEMICAL GLANCE	Package	2			Glass Cleaner that fits J-Fill Dispenser	12				
5005	CHEMICAL J-512(SANI)	Package	2			Sanitizer that fits J-Fill Dispenser	24				
5006	CHEMICAL POT AND PAN	Bucket	1			Dish Soap for Pot and Pan sinks	60				
5007	CHEMICAL RINSE AID	Bucket	1			Rinse aid for use in Dishmachine	60				
5008	CHEMICAL ALLTEMP	Bucket	1			Cleaning Agent for use in Dishmachine	75				
5009	DESCALE	Case	4				6				
5010	DISINF/DEOD AEROS CS	Case	12			Aerosol Disinfectant similar to Lysol..	3				
5011	LAUNDRY DETERGENT POWDER	Box	50			Powdered	24				
5011HE	LAUNDRY DETERGENT LIQ (JWE)	Bucket	1			Liquid HE Laundry Deter.	12				
5015	OV-GR-FRY 4/1*****	Case	4				3				
5016	QUAT TEST STRIPS	Roll	1				10				
5017	SANITIZER HAND	Case	12			Must fit in wall dispenser	5				
5018	SEAPOWDER (JUG)	Each	1		KEATING		10				
5019	SHEILASHINE	Can	1			aerosol stainless steel cleaner/polish	6				
5020	SOAPHAND MEDICATED	Case	12			Must fit in wall dispenser	5				
5024	BROOM LT WT (EACH)	Each	1				30				
50241	Broom Heavy Duty	Each	1				30				
5034	DUSTPAN(LOBBY)	Each	1				12				
5036	GREEN SCOUR PADS***	Package	10				12				
5037	MOP STICK (16 OZ)	Each	1				35				
5038	MOP STICK (24 OZ)	Each	1				24				
5039	STNLES STEEL SCRUB*	Dozen	12				12				
5040	WATER DISTILLED	Case	6				12				
5041	ALUMINUM FOIL	Roll	1			MUST BE Heavy Duty 18" wide	18				
5042	APRONS CS/1000 HEAVY	Case	1000			single use /larger size	20				
5043	BAG (FOOD) FRZ 1GAL	Case	250			zip style closer	24				
50431	BAG (FOOD) 1 QUART	Case	1000			zip style closer	12				
5044	BAG (FOOD) FRZ 2GAL	Case	1000			zip style closer	12				

5045	BAG DECOR LUNCH SACK	Bundle	250			paper bag with colored decorations	100				
5046	BAG BROWN PAPER LUNCH #6	Bundle	1				10				
5047	BAG CLEAR W/HANDLE	Case	500				150				
5048	BAG GARBAGE LARGE	Case	100			heavy duty..38 X 58	120				
5049	BAG GARBAGE MEDIUM	Case	250			Heavy Duty 24 X 32	80				
5050	BAG MEDIUM TEMP (C/	Case	5000			Perforated bag for warm/cold storage	24				
5051	BAG SANDWICH SADDLE	Case	2000			fold over style closure must fit on dispenser	36				
5052	BOWL FOOD 12 OZ SQUAT	Case	500				20				
5053	BOWL FOOD 8 OZ STYRO	Case	1000				25				
5054	BOWL STYRO 10 OZ	Case	1000				50				
5055	BOWL STYRO 5 OZ	Case	1000				24				
5056	CUP 2 OZ PLASTIC	Case	2500				36				
5057	CUP BEVERAGE 16 OZ STYRO	Case	1000				36				
5058	CUP CLEAR 5.5OZ	Case	2500				40				
5059	CUP DRINKING 5OZ	Case	2500				5				
5060	CUP FOOD 4 OZ STYRO	Case	1000				12				
5061	DISH CLEAR INSERT IVEX	Case	2500				24				
5062	MEAL BOX	Case	250			Cardboard foldable with decoration	160				
5063	DISH W/LID 12 OZ	Case	240				20				
5064	DISH W/LID 8 OZ	Case	250				12				
5066	FORK BLACK (BHS)	Case	1000			Heavy Duty BLACK Fork Must be Oriented (Aligned) Unwrapped	60				
5067	FORK PLASTIC 1000 C	Case	1000			Must be Oriented (Aligned) Medium weight Unwrapped	120				
5067A	FORK WRAPPED	Case	1000			Wrapped Fork Only	60				
5068	GLOVE MED	Case	1000			Food Grade, synthetic, Medium Powderfree	36				
50681	GLOVE LARGE	Case	1000			Food Grade, synthetic, Large Powderfree	50				
50682	GLOVE XLARGE	Case	1000			Food Grade, synthetic, Extra Large Powderfree	50				
5069	GLOVE PLASTIC SERV DIS	Case	1000			single use plastic serving glove	24				
5070	GLOVE VYNIL PF	Case	1000			vinyl glove Latex and Powder FREE Large	12				
5071	LID CLEAR 5.5OZ	Case	2500				40				
5073	LID FOR 16 OZ STYRO	Case	1000				36				
5074	LID FOR 2 OZ PLASTI	Case	2500				36				
5075	LID FOR 4 OZ STYRO	Case	1000				12				
5076	LID FOR 5 OZ CUPS	Case	2500				12				
5077	LID FOR 8/10 OZ BOWL	Case	1000				50				

