Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for School Nutrition Program – Fresh Produce. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to 9/26/2017 11:00:00 AM, at which time they will be publicly opened and examined. If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with “No Bid”.

Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will not be accepted. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids received will be so noted in the bid file in order that the vendor’s name will not be removed from the subject commodity/service list. Late bids will not be considered and will be returned unopened to the bidder.

Enclosed is a bid packet, which outlines the items being solicited and instructions which describe the submission of the bid.

All bids must be submitted in a sealed envelope with the bid number, bid name, and the closing date and time clearly marked on the outside. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above. A copy of the bid results will be posted to the District’s website within seventy-two (72) hours after the closing date.

Please include in the bid package a copy of firm’s current business license and certificate of insurance. Bidders shall file all documents necessary to support their bid and include them with their submission.

If you have any questions concerning this bid, please submit them in writing to Katrina Hagan, Purchasing Agent at the address above or fax them to (912) 201-7648. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Sincerely,

[Signed]
Sabrina L. Scales, CPPB
Purchasing Director

Mission - To ignite a passion for learning and teaching at high levels.
Vision - From school to the world: All students prepared for productive futures

"AN EQUAL OPPORTUNITY EMPLOYER"
The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for School Nutrition Program – Fresh Produce as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful bidder upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this bid.

NOTE: Although pricing will weigh heavily in the award of this contract, bidders will have to meet lead time, service and quality criteria to be considered a "responsible" bidder who is eligible for award. In the event the bidder wishes to provide items specified(s) above and beyond the stated requirements of this bid at "no cost" to the Board, these services should be identified and included in the bid response.

B. Shipping, Delivery, Terms of Payment & Invoicing

The Board requires orders to be shipped F.O.B. destination to the designated site. Since the successful bidder(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the bidder.

Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

Title and risk of loss to the items shall remain with the bidder until the items in a completed state have been delivered to and accepted by the Board.

The successful bidder agrees to reference the following on all shipping documents and invoices:

1. Purchase Order Number
2. Bid Number 18-26
3. Serial Number (as applicable)
4. Part Number/Description/Nomenclature
5. Quantity Ordered
6. Quantity Shipped
7. Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. Per Board policy, backorders will not be accepted. Accordingly, successful bidder(s) should not invoice until one shipment has been made for all items on order.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education
ATTN: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Terms of payment will be 2% 10 Net 40 Days.
C. General Specifications/Scope of Work

Specifications/Scope of Work for items/services to be purchased are detailed in the attached Specifications Sheet/Scope of Work "Attachment A" following Section III.

When reference is made in the bid specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event a bidder is offering another manufacturer and/or model number other than stated in the specification, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the bidder. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Bids on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Board.

D. Discontinuation of Equipment

In the event items requested are discontinued by the manufacturer, bidder shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

E. Submittal of Objections

Objections from bidders to this Invitation to Bid and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The bidder shall submit any objections in writing not less than (5) days prior to the opening of the bid. The objections contemplated may pertain to form and/or substance of the ITB documents and specifications. Failure to object in accordance with this procedure will constitute a waiver on the part of the bidder to protest this Invitation to Bid.

F. ITB Interpretations/Addenda

If any questions should arise pertaining to the ITB documents, the bidder may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education
ATTN: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
FAX No.: (912) 201-7648

Any interpretation of documents shall be made by addenda to the ITB. Copy of such addenda will mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, September 11, 2017 at 5:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the seventy-two (72) hours prior to the date and time set for opening bids. All addenda issued against this project will be posted to the District’s website.

Any addenda issued during the time of the ITB shall be covered in submitted bids, and in closing the contract shall become a part thereof.

G. Failure to Respond

If bidder is unable to submit a response at this time, and wish to remain on our list of potential suppliers, please complete and return the Certification Form and the No Bid Statement Form included in this package. Bidders are to clearly mark the outside of your envelope with "No Bid".
H. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder may withdraw a bid prior to the bid opening date and time by requesting to do so in writing.

I. Standards of Acceptance of Bid for Contract Award

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation show it is not in a position to perform the contract.

J. Compliance With Laws

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

K. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Bidders should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

L. Cancellation/Default of Contract

In the event the successful bidder, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least thirty (30) days before that termination date. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

M. Certification of Independent Price Determination

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

1. The pricing structure in this bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. The pricing structure which has been quoted in this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. Local and/or Minority/Women Business Enterprise (LMWBE)

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District's facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their business.
For the purposes of this policy, good faith efforts may include, but not be limited to, the following:

- Attend pre-solicitation meetings to inform LMWBES of subcontracting opportunities.
- Advertise in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.
- Communicate with the City of Savannah's Office of Economic Development to identify available and qualified LMWBE firms.
- Review the District's list of vendors indicating an interest in providing services to the District.
- Select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.
- Solicit and negotiate with available and qualified LMWBES for specific subcontracting opportunities.
- Assign substantive work to LMWBES or LMWBE teaming partners.

For the purposes of this policy, a Local Business Enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah, Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

For the purposes of this policy, a Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority or persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and

For the purposes of this policy, a Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

SCCPSS shall, through their program management and construction management providers, engage in efforts to communicate opportunities afforded by the District's facilities construction, maintenance and repair programs to LMWBES, including but not limited to:

- Communicate opportunities associated with SCCPSS facilities construction, maintenance and repair programs to the citizens of Chatham County.
- Work with other local governments and relevant community organizations to provide technical assistance and guidance to LMWBES;
- Develop strategies to assist prime contractors in maximizing their utilization of LMWBES;
- Develop and provide informational sessions to educate LMWBES in the requirements of the District's procurement process;
- Provide notices as outlined above and maintain a list of vendors who have provided or are interested in providing services to the SCCPSS, as outlined above.

SCCPSS may, from time to time, audit vendor contracts with and payments to LMWBE contractors and subcontractors and may require that proof of such contracts and payments be provided to the SCCPSS.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this ITB.

All bidders must read and complete all documents included in Attachment “C” with all pertinent Exhibits.

O. “Responsive” Bidder Criteria

- Availability of Products/Services
- Warranties/Guarantees
- Ability to Meet Equipment Specifications/Bid Conditions
- Documented Quality of Product and Manufacturer
- Service and Support Capability

P. Qualification of Bidder

A responsible bidder is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation to Bid. The Board has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service requested.

Q. Bid Clarification

The Board reserves the right to request clarification of information submitted and to request additional information from any and all bidders.

R. Compliance with Specification/Terms and Conditions

The Invitation to Bid, Legal Advertisement, General Terms and Conditions, Bid Submittal Instructions, Special Terms and Conditions, Specifications, Attachments to Bid, Vendor’s Bid, Addendum, and/or any other pertinent documents form a part of the bidder’s proposal or bid and by reference are made a part hereof.

S. Award of Contract

The contract, if awarded, will be awarded to the responsible bidder submitting the lowest pricing structure. Product quality, service issues and other factors stipulated above in Condition “O” must be met to the satisfaction of the Board for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this ITB.

In the case of a tie, bids shall be awarded on the following criteria:

1. Savannah-Chatham County Minority/Women Business Enterprise
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If no bidders meet any of the above criteria, then tie bids will be awarded by means of a coin flip performed by the Purchasing Agent and witnessed by one other Board employee.

Any contract resulting from the acceptance of a bid shall contain, at a minimum, all applicable provisions of this Invitation to Bid.

The successful bidder will be notified on the award of this contract by a Notice of Award letter from the Director of Purchasing or his/her designee.

The successful bidder shall not accept purchase orders under this Invitation to Bid or any amendment hereafter until a written Notice of Award is issued by the Purchasing Director or his designee. If the successful bidder ships material or provides any services prior to receiving official notification, he does so at his own risk and the District shall not be held liable.

T. Vendor Performance

The successful bidder(s) will be evaluated by the Board over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future bids.
U. Signed Bid Considered Offer

The signed bid shall be considered an offer on the part of the bidder, and shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the Board may take such action as it deems appropriate, including legal action for damages or lack of required performance.

V. Public Information

It is the policy of the Board that at the conclusion of the selection process, the contents of all bids will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the bid. Failure to list all proprietary sections of the submitted bid shall relieve the Board from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

II. Bid Submittal Instructions

All bids must be prepared in the standard format described below in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the bid to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item/scope of services must be noted and fully explained.

A. Completion of Certification Form & LMWBE Program Information Form

1. Complete the attached Certification Form. Include a contact person for this bid with a phone number where that person may be reached. Include this form as the first page of the submittal.

   The bidder is also required to provide references, including phone number, fax number, email address and a contact person, of at least three firms for whom similar items or services have been supplied.

2. Complete the LMWBE information section with pertinent information for minority/women/majority designation.

3. Complete the “Where Did You Hear About This Bid” section. This information is for statistical use only.

4. Complete all pertinent documents within Attachment “C”.

B. Completion of Bid Submittal Form

For each item listed on the Bid Submittal Form, include the manufacturer and part number being bid and the unit cost for each item listed.

C. Bid Preparation and Submittal

All bids shall be:

- Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

- Submitted in a sealed envelope, which is plainly marked with the bid number and title, and date and time of bid closing. If bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.

- Submitted on bid submittal forms as included in this ITB and in accordance with instructions stated above.

- Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Closing date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility and risk for having the bid deposited on time and at the place specified on the first page of this ITB. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time. Late bids will be returned unopened to the bidder.

- Bids submitted by facsimile transmission will not be accepted.

- Considered an irrevocable offer for a period of one hundred-twenty (120) days from the date of public bid opening.
Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid submittal constitutes an offer and may not be withdrawn except as provided herein.

Bidders shall provide two (2) copies of submitted bid containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the bid proposal.

III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 18-26 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

The bidder shall provide a unit price for each item on this ITB which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

The bidder shall provide a lump sum price totaling all items on this ITB.

B. Performance Bonds

If the specifications so state, the successful bidder may be required to furnish a performance bond equal to the full amount of the contract guaranteeing the faithful performance of such a contract. The performance bond shall be submitted to the Board upon execution of the contract and shall be maintained in full force and effect until the contract has been completed. The cost of the performance bond shall be borne by the successful bidder. The surety company furnishing such a bond shall be authorized to do business in the State of Georgia.

C. Samples/Demonstrations

The Board reserves the right to request samples after bids are opened and before the award is made. Samples, when requested must be submitted in accordance with instructions. Samples must be furnished free of charge and if not destroyed during testing will be returned at the bidder's expense. A request for the return of samples must be made within 10 days following the opening of the bid. A call tag must be furnished and all shipping costs shall be at the bidder's expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and part/model number.

The Board, at its discretion, may request a demonstration of offered equipment prior to bid award. This demonstration shall be at the expense of the bidder.

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB # 18-26

The undersigned bidder certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this Invitation to Bid; and further certifies that the bid submitted is in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her bid.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This ___________ day of ________________________, 20 __________. By ______________________________

Name (printed)

__________________________
Title

__________________________
Signature

Company

____________________________________________________________________________________

Address (Street, City, State, Zip)

__________________________
Phone No.

Fax No.

Federal Taxpayer I.D. No.

e-Verify No.

Contact Person for This Bid

Phone Number

Acknowledge Receipt of Addendum(s) #_____ #_____ #_____ #_____ #_____ #_____ #_____  

Local and/or Minority/Woman Business Enterprise Development Information

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

☐ Local

☐ African-American

☐ Majority

☐ Woman

☐ Hispanic

☐ Non-Local

☐ Asian-American

☐ American Indian

☐ The Herald Legal Ad

☐ The Savannah Tribune Legal Ad

☐ Savannah News Press Legal Ad

☐ Other: ____________________________________________________________________________

☐ City of Savannah, Dept. of Economic Development

☐ Other:

☐ Received Request by Mail

☐ Date

☐ Visiting the Purchasing Office

Name, Title

Authorized Signature

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________________________ DAY OF ________________________, 20 __________.

____________________________________________________________________________________

Notary Public; My Commission Expires: ____________________________________________

FORM 1

Bid # 18-26 School Nutrition Program – Fresh Produce | Page 9
In an effort to make the procurement of goods and services for the School District as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel need to be addressed.

☐ Specifications- Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*

☐ Manufacturing- Unique item, production time for model has expired, etc.

☐ Bid Time- Insufficient time to properly respond to bid or proposal.

☐ Delivery Time- Specified delivery time cannot be met.

☐ Payment - Payment terms unacceptable. *(Please be specific)*

☐ Bonding - We are unable to meet bonding requirements.

☐ Insurance - We are unable to meet insurance requirements.

☐ Removal - Remove our firm from your bidders list for the particular commodity or service.

☐ Keep - Please keep our company on your bidders list for future reference.

☐ Project is: _____/ Too Large _______/ Too Small _______/ Site or Location is Too Distant

☐ Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*

**VENDOR STATEMENT:**

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

__________________________

**CONSTRUCTION PROJECTS ONLY:** Our Company is interested in this project as a:

☐ Prime Contractor  ☐ Sub-Contractor  ☐ Supplier/Distributor

**Bid Number:** 18-26  **Title:** School Nutrition Program – Fresh Produce

__________________________

Signature/Title

__________________________

Company Name

__________________________

Telephone Number

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM - PURCHASING DEPARTMENT

Telephone (912) 395-5572  Fax (912) 201-7648

FORM 2
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Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

18-26 School Nutrition Program – Fresh Produce

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

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

Date

in __________________________, and __________________________

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 ____________________________ , 201____

____________________________

NOTARY REPUBLIC

____________________________

My Commission Expires

FORM 4
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

18-26 School Nutrition Program – Fresh Produce

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

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

Date

in

City, and

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 _____________________, 201____

____________________________

NOTARY REPUBLIC

My Commission Expires

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUBCONSULTANT/SUPPLIERS

FORM 5

Bid # 18-26 School Nutrition Program – Fresh Produce | Page 13
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _______ and _______ on behalf of (Savannah-Chatham County Public School Systems (”SCCPSS”) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

18-26 School Nutrition Program – Fresh Produce

Name of Project

Savannah-Chatham County Public School System

Name of Public Employer

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

Date

in ________________, and ________________, 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 ________________, 201________

NOTARY REPUBLIC

My Commission Expires

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-SUBCONSULTANT/SUPPLIERS

FORM 6
DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of material and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

9. List any pending civil actions against company for nonperformance of contract.

I, ____________________________________________, of ____________________________

Name of Individual Title & Authority                      Company Name

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

________________________________________

Signature

________________________________________

State of                                    County of

Subscribed and sworn to before me on this __________ day of __________________________ 20__

by representing him/herself to be of the company named herein.
INSTRUCTIONS FOR COMPLETING THE BID SUBMITTAL

(a) Please complete the Price Schedule electronically and save to a flash drive. Bidders should also submit a printed copy of the completed price schedule to provide a backup for the flash drive. Submission of proposal pricing and terms on USB flash drive does not replace paper proposals. Both paper and flash drive proposals must be submitted. Information contained on the flash drive shall prevail over information submitted on printed proposal price sheets, unless it is apparent that such information on the flash drive is not accurate or is erroneous and this can be verified independently. Failure to submit both paper and flash drive versions of proposal pricing may result in overall proposal being rejected and deemed non-responsive.

(b) Index prices for open market items are based on Atlanta Terminal Price data. The Terminal Pricing is provided as part of this proposal. Bidder shall utilize the Index Price per Pack Size range provided to determine Bid Price. It is SCCPSS expectation that pricing for the life of the contract will be consistent with where proposed pricing falls within the range (based upon the then current Terminal Price.) For example, if the index range for an item is $24 - $28 on June 3 and your submitted pricing is $26, then it is our expectation that pricing will continue to be based on the middle (or lower) of the range in the current Terminal index pricing at the time of purchase.

(c) Mark-Up Cost – Bidder shall submit Mark-Up cost per item. The mark-up shall remain fixed throughout the contract.

(d) Total Item Cost – Bid price plus (+) Mark-up cost per item.

(e) Extended Total Cost – Total item cost X Approximate annual quantity.

(f) For Processed Items: Fresh Cut Produce - Bidder shall provide a base price and a mark-up for each item that shall remain fixed throughout the term of the contract.
   i. Item Cost – Bidder shall provide.
   ii. Mark-Up Cost – Bidder shall submit Mark-Up cost per item.
   iii. Total Fixed Cost – Item cost plus (+) Mark-up cost per item.
   iv. Extended Total Cost – Total fixed cost X approximate annual quantity.
PROPOSER SUBMITTAL FORM
BID# 18-26
School Nutrition Program – Fresh Produce
Bid Submittal Signature Page (REQUIRED)

***PLEASE CLICK THE HYPERLINK BELOW TO ACCESS THE BID SUBMITTAL FORM IN GOOGLE DOCS.
IF YOU CANNOT CLICK THE HYPERLINK, YOU SHOULD PLACE YOUR CURSOR ON THE LINK AND
FOLLOW THE DIRECTIONS TO THE LINK OR COPY AND PASTE IT TO YOUR WEB BROWSER.

2017 Price Schedule -Chatham Produce 7.27.17.xlsx

In submitting this bid, I agree to the following:

1. To hold my bid valid for a period of one-hundred twenty (120) days.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To accomplish delivery in accordance with the contract documents and specifications.
4. Payment Terms: 2% 10 Net 40

Delivery can be made within ________ days after receipt of an authorized Purchase Order

Individual Submitting Bid: ___________________________ Title: ___________________________

Signature: ___________________________

Company Name: ___________________________

Address: ___________________________

City/State/Zip: ___________________________

Telephone: ______________ Fax: ______________

Email address: ___________________________

Form 8
The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions of this solicitation package.

1.0 GENERAL INTENT

The intent of these specifications is to solicit formal sealed bids for Fresh Produce for School Nutrition Program at the Savannah-Chatham County Public School System (SCCPS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

2.0 “CONES OF SILENCE” REQUIREMENTS

A “Cone of Silence” is imposed upon this invitation to bid after advertising, and terminates at the time the Board of Education awards a contract. The Cone of Silence prohibits any communications by written, oral, or electronic form by, or on behalf of, a prospective bidder for this solicitation, including any persons affiliated with or in any way related to a prospective bidder, and any member of the Board of Education, the superintendent or his staff, any persons involved in evaluating the bid, program managers, or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular vendor or vendors and to prevent prospective bidders from circumventing the process for selection set forth in this invitation to bid.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s designees, at pre-proposal conferences, site visits (as applicable), presentations before selection committees, or contract negotiations with bidders selected for award. Written communications expressly authorized by this solicitation, such as (1) the submission of the bid packet itself, (2) requests for interpretation, requests for material substitutions, protests, or similar inquiries to the purchasing department, (3) documents circulated at oral presentations before selection committees, or (4) documents circulated in connection with contract negotiations with the bidder(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing’s designees. The Cone of Silence does not apply to presentations allowed by Board policy or to the Board of Education at a duly called public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any prospective bidder may result in the rejection of the prospective bidder’s bid response and disqualify the prospective bidder from being awarded any contract as a result of this solicitation. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District’s Purchasing Department.

3.0 GRATUITY PROHIBITION

The successful bidder shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the District for the purpose of influencing consideration of this bid.

4.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.
5.0 SUBMITTALS AND ATTACHMENTS

Bidder is required to enclose with bid the following forms, certifications, and licenses. Failure to do so may result in your bid being deemed as non-responsive.

A. Forms 1 through 8

NOTE: Form 8 is the Bid Submittal form and it consists of an MS Excel spreadsheet (that is available by clicking the Google Docs link on the solicitation document, placing your cursor on the link and follow the directions, or copy and paste the link to your web browser) AND the Bid Submittal Signature Page (page 18) of this solicitation. Form 8 must be completed, printed, signed and submitted with the bid package in both electronic (flash drive) and paper formats.

B. Certificate of Insurance (Limits stated in Section on Insurance; Bidder will list the District as a Certificate Holder and include Bid#).

C. Copy of Current Business License/Tax Certificate.

D. State of Georgia License (As Applicable)

E. Copy of Manufacturer Data Sheets/Specifications (As Applicable)

F. Standard Manufacturer’s Warranty (minimum 1 year) (As Applicable)

G. Extended Warranty (As Applicable)

H. Completed W-9 Form

I. Contractor’s Affidavit (E-Verify)

J. List of Technicians that will be assigned to a resulting contract and proof of Technician certification (As Applicable) (Service only).

K. Equipment Operations Manual (As Applicable)

L. Certification Regarding Lobbying (Attachment D)

M. Disclosure of Lobbying Activities

For bids to be considered, bidders shall have any and all licenses and permits required by Federal, State, and Local government, and those requested within this bid document.

6.0 BASIS OF CONTRACT AWARD

Any contract resulting from this solicitation, if awarded at all, may be awarded to a single or to multiple responsive and responsible bidders and will be a firm fixed price contract. The District may award all line items solicited to a single bidder, may award each line item to a different bidder, may award multiple line items to a combination of bidders, may award a single line item to multiple bidders, and/or may decide not to award some line items to any bidders, as determined by District to be in its best interest. Product quality, service issues and other factors stipulated above in Condition “O” must be met to the satisfaction of the Board for a bid to be considered responsive.

Moreover, the Board will award the contract to the next most qualified bidder if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this ITB.

All bid prices shall remain firm for the entire contract period.

The award of any contract is contingent upon available budget funds and approval of the Board of Education.

The Board will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of this invitation to bid, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period.
The Board reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof. The Board reserves the right to cancel this solicitation in its entirety and to not award any contract to any bidder and to re-advertise a solicitation for the same or similar products using the same or another competitive process at any time before the District enters into a contract with a responsive and responsible offeror. The Board also reserves the right to cancel this solicitation as to any line item and to not award that line item to any bidder and to re-advertise a solicitation for the same or similar products in that line item using the same or another competitive process at any time before the District enters in a contract with a responsive and responsible offeror for that line item.

An official letter of acceptance will be forwarded by the Board to the successful Bidder after bid selection and prior to contract award.

Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board shall be drafted from (a) the invitation to bid and addenda, (b) the selected bid response to the invitation to bid by the Bidder and any attachments thereto, and (c) all written communications between the Board 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.

7.0 CONTRACT CHANGES

By written notice to the contractor, SCCPSS may make changes, within the general scope of the contract. SCCPSS reserves the right for additional products to be added or deleted to the awarded contract during any active year as the market reveals and menus require. In order to add additional items to the contract, a quote shall be submitted; reviewed; and determined that acceptance of said product is in the best interest of SCCPSS. SCCPSS understands that in some instances, due to the meal pattern and nutrition standards changes, food manufacturers may be adjusting the composition of food items currently included in this proposal. Therefore some awarded items may be replaced with reformulated, updated products that will be available to SCCPSS at the same or lower unit price and will not need to be rebid.

8.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the bidder in whole or in part without the written consent of the Savannah-Chatham County Public School System.

9.0 DESCRIPTION

The successful bidder will be required to provide the products and services requested herein. This procurement will result in an annual service contract. Any deviations from the specifications must be clearly noted by the bidder. Adequate information to allow the District to evaluate all exceptions must be noted in bid response.

In the event that a bidder is offering another manufacturer and/or model number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations to the District for approval. The burden of proof for documenting equivalency rests with the bidder. All determinations for acceptability of equal or alternate materials shall rest with District staff and their decision is considered final.

Payment will not be released to the bidder to all equipment, services, supplies has been delivered to, accepted by, and to the satisfaction of the District.
10.0 SPECIFICATIONS

SEE BID SUBMITTAL FORM FOR DETAILED SPECIFICATIONS AS TO THE PRODUCTS REQUESTED. ALL PRODUCTS PROVIDED MUST MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:

- All produce provided shall be fresh and in first-class condition. A Contractor’s delivery of substandard produce will be deemed a breach contract, and the Purchasing Director shall take appropriate action.

- All products furnished shall comply with the latest standards and regulations established by Federal Laws, and by Federal agencies such as the Department of Agriculture and the Department of the Interior.

- All bad or damaged merchandise shall be either replaced or credit issued as per request of Cafeteria Manager, within twenty-four (24) hours of notification.

- All merchandise shall be fresh and in good condition upon delivery.

- Cafeteria Managers shall place all orders, adjustments and/or cancellations.

- No substitution of any products, items, brands, or grades originally in the specifications or by addendum thereof, shall be made by the Contractor without the prior approval of SCCPSS’ authorized representatives before delivery can take place. **Substitutions without prior approval will not receive payment.** Payment for approved substitutions will be made per serving based on contracted pricing.

- All fresh produce shall be of the type, style, and grade and packed according to the individual item requirements in Appendix IV.

- All fresh produce shall be kept in the proper state of refrigeration, for each item, at all times and shall be handled in accordance with the best commercial practices.

- All fresh produce shall be in good condition, and free from all defects such as over-ripe, decay or bruises.

- All produce, unless otherwise stated, shall comply with the latest standards issued by the United States Department of Agriculture, for the grade specified for each item.

- All produce items shall meet the USDA Buy American Requirement.

- All fresh cut produce items shall be processed in a plant with well documented comprehensive in-house quality control and HACCP Programs that are third party certified.

- Fresh cut produce processors shall maintain and make available records tracing raw materials back to the field and harvester.

- All fresh cut produce shall be packaged in vacuumed-packed, food grade plastic bags or materials.
• Only chlorinated water shall be used to wash produce being converted into fresh cut products.

• Each fresh cut product shall be code dated to indicate the “best if used by date”.

• **Farm to School:** Supplier shall provide assistance in planning for, sourcing and marketing local produce. SCCPSS prefers to use local produce when it is in season and when it is a lower cost. Local is defined by produce grown in Georgia or a state that touches Georgia.

• Distributor shall provide monthly usage reports by district that include state and farm(s) of origin. It is SCCPSS' expectation that an average, over duration of the contract, of greater than or equal to forty percent (40%) of the requested items will be sourced locally. The definition of locally sourced is produce grown in Georgia or a state that touches Georgia.

• The awarded supplier must certify local farmers by obtaining GAP (Good Agricultural Practices) letters. Farmer certification information must also include certificate of insurance, hold harmless, traceability program and third party inspection.

• 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.

### 11.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

### 12.0 SAMPLES

Upon notification by the Board the apparent successful bidder shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the bidder.

### 13.0 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. The use of Brand names within this document should not be interpreted as the exclusive brand desired. Bids for products that have been pre-approved by the District as Equal or Equivalent will be accepted.

Specifications used are intended to be open and non-restrictive. The successful bidder is invited to inform the SCCPSS Purchasing Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the Purchasing Department rules that it is in the best interest of SCCPSS to consider.
14.0 REQUEST FOR APPROVAL OF SUBSTITUTE PRODUCT

All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Purchasing Department in writing. For the Purchasing Department to prepare an addendum properly, detailed specifications must be submitted for approval.

All requests for product substitution must be submitted to the Attention of the Purchasing Director prior to the 5:00 pm, Monday, September 11, 2017. Requests must include full detailed specifications for the item being offered as an alternate or approved equal. The only official view of the District is that which is issued by and provided to all Bidders of record by the Purchasing Department in the form of a written addendum.

15.0 INTERPRETATION OF THE TERM "EQUAL"

The District reserves the right to determine the quality of articles bid as alternates, equal or approved equal, and further reserves the right to reject any and all articles so judged as not equal. If any person contemplates submitting a bid is in doubt as to the true meaning of any part of the conditions and/or specifications, he may submit to the District a written request for any interpretation thereof prior to the specified deadline to allow sufficient time, if required, for a reply to reach all those who received an invitation to bid and to be acted upon, if necessary, before the time and date of bid opening. The District will not be responsible for any other interpretations or explanation of the specifications.

16.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN BID

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid, they shall immediately notify the Purchasing Director of such error in writing and request modification or clarification of the document. Modifications shall be made by issuing an addenda and shall be given by written notice to all parties who have received this bid from the Savannah-Chatham Public School System’s Purchasing Department. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the bid prior to submitting the bid or it shall be deemed waived. The Board of Education will not be responsible for any oral instructions. No questions shall be answered by telephone. All addenda shall be acknowledged by the bidder(s).

17.0 REQUEST FOR INTERPRETATION

Interested Bidders may contact the District to obtain clarification of the bid. All questions should be directed to Sabrina L. Scales, Purchasing Director, in writing, to SCCPSS, Purchasing Department, 208 Bull Street, Savannah, GA, 31401 by fax at (912) 201-7648. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum to all bidders who requested the bid. No questions will be answered by telephone or emails.

Due to the large number of vendors listed in certain categories of the SCCPSS vendor's list, not all vendors will necessarily be sent a notice each time an Invitation to Bid is issued. The onus rests on the vendor to view the SCCPSS website, www.sccpss.com, frequently for a listing of solicitations. To view on the Internet, go to the SCCPSS website; www.sccpss.com, click on "Divisions>Finance>Purchasing Department>Active Bids &
RFPs", click on Bid Name to view the solicitation document. Click Supporting Docs to view additional information.

18.0 PROTESTS

Any bidder/contractor who wishes to protest the handling or fairness of the solicitation shall express their concerns in writing to the Director of Purchasing within five (5) working days of the matter being protested. The formal written protest shall state with particularity the facts and law upon which the protest is based. The Letter of Protest shall be taken under consideration by the Chief Financial Officer and the District's Superintendent. The protesting bidder shall be notified within ten (10) business days the result of such consideration.

19.0 RIGHTS OF REJECTION

The District reserves the right to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

The Board reserves the right to cancel this solicitation in its entirety and to not award any contract to any bidder and to re-advertise a solicitation for the same or similar products using the same or another competitive process at any time before the District enters into a contract with a responsive and responsible offeror. The Board also reserves the right to cancel this solicitation as to any line item and to not award that line item to any bidder and to re-advertise a solicitation for the same or similar products in that line item using the same or another competitive process at any time before the District enters in a contract with a responsive and responsible offeror for that line item.

20.0 BID ACCEPTANCE PERIOD

A one-hundred twenty (120) day period from bid closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time. If we envision the process will not be completed by the end of the one-hundred twenty (120) day period, the district will request a time extension. In the event no extension is requested, the solicitation shall be deemed cancelled.

21.0 PERFORMANCE PERIOD

This bid will establish an annual contract to remain open for one year beginning with the award of the contract. SCCPSS reserves the right to extend the contract for additional three (3) year periods with bilateral agreement.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

22.0 TRANSITION PERIOD

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful bidder shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

23.0 PRICING

WEEKLY PRICING QUOTATIONS: Price quotes must be faxed, e-mailed or hand delivered to the SCCPSS School Nutrition Central Office no later than 7:00 am each Wednesday and shall remain firm
through Friday of the following week or the quote period during holidays. A copy of the Terminal Price listing for fruits and vegetables should be included each week with the Vendor price list. It is SCCPSS' expectation that pricing for the life of the contract will be consistent with where proposed pricing falls within the range (based upon current Terminal Price.) All price quotations shall be made on an approved “Food and Nutrition Services Produce Quotation Form” (To be developed at award). Prices should be for products exactly as specified for size, quality and pack. Only items approved by SCCPSS' School Nutrition Departments should be delivered to the schools.

The SCCPSS will neither honor nor consider any fixed fee cost or markup cost increases, fuel surcharges or add-on cost during the established performance period.

24.0 ESCALATION/DE-ESCALATION CLAUSE

All markup costs offered shall be firm against any increase for (1) year from the effective date of the contract. Thirty (30) days prior to renewal, SCCPSS may entertain a request for escalation in an award extension in accordance with the most recently published Producer Price Index at the time at the time the Bidder/contractor responds to the a request for extension.

For purposes of this section, the PPI Index for Fresh Fruits and Vegetables, [AHD]as published by the United States of Department of Labor, Bureau of Labor Statistics will be the benchmark. SCCPSS reserves the right to accept or reject the request for fixed fee or markup cost increases. If the fixed fee or markup cost increase is approved, the price will remain firm for the one (1) year extension period. This clause also enables SCCPSS to seek de-escalation on the basis of the same cited index and terms.

25.0 UTILIZATION REPORTS

Supplier must provide usage reports by specific manufacturer, specific time frame and/or by school as well as for the district as a whole in terms of units and dollars, and by contract as a whole in terms of units and dollars. These reports shall be prepared so that it can be sorted by item number sequence, SCCPSS item number sequence, alphabetically by items, or in descending order of dollars spent. These reports must be supplied to SCCPSS electronically, in the form of an excel spreadsheet. In addition a separate report by vendor will be requested for the purpose of rebates. In this case the vendor, item and usage by week or month must be included.

26.0 ACCESS

The Contractor shall allow access to Contractor's facility by duly authorized representatives of SCCPSS, State Agency, United States Department of Agriculture or Comptroller General to any books, documents, papers and records which are directly pertinent to this contract.

27.0 EMERGENCY ORDERS

Emergency Orders may be placed occasionally. The Contractor is expected to make delivery within twenty-four (24) hours of notification. If the Contractor cannot provide the supplies within the emergency delivery period SCCPSS has the option to purchase those supplies from another source with no penalty to either party.
28.0 CANCELLATION

Only the authorized representative of the School Nutrition Department may cancel a line item, or purchase order. If, for any reason, all products cannot be delivered by the Contractor in the required delivery week, the contractor shall notify SCCPSS’ Nutrition Department, giving name of school and product/quantities not delivered. The cancellation of a line item or purchase order by the Contractor could result in the contractor being declared in default.

29.0 DELIVERIES

The District will be submitting weekly food orders for all 55 sites for approximately 40 weeks during the school year. Currently it is a Savannah Chatham County Public Schools policy that no school receive an after-hours delivery. The successful service provider must submit a delivery schedule to the District within one week of award, noting the day of the week that deliveries will be made.

(a) A list of schools, addresses and phone numbers is provided in this solicitation in Attachment E. Deliveries shall be made as requested by school, Monday through Friday according to the schedule provided by the Contractor between the hours of 6:30 a.m. and 2:00 p.m., unless expressly arranged and agreed to by the cafeteria manager. If delivery will be made on days other than as listed on the schedule, the Contractor must contact the cafeteria manager at least forty-eight (48) hours before scheduled delivery date. If the delivery date is on a holiday, the delivery shall be made the next business day following the holiday.

(b) Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the bidder cannot meet the required delivery date, a bid shall not be submitted. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract may result in the Contractor being declared in default.

(e) Only the authorized school nutrition representative may accept and sign for deliveries.

All deliveries made to District sites shall require inside delivery. Bid pricing must include any and all delivery charges. Delivery requirements must be priced as stated on the Bid submittal form. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not complete within the time specified. The District may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective when received, as to goods not yet delivered or rendered. The District may purchase substitute goods or services and charge vendor for any additional expense incurred.

30.0 MINIMUM ORDER CLAUSE

Any minimum order requirements shall be stated on bids prior to bid opening and contract award. Order limitations placed on SCCPSS after contract award will not be accepted. If the Contractor fails to honor orders placed by SCCPSS for the entire period of the contract, the Contractor will be held responsible for any cost incurred by SCCPSS to resolicit for the item(s).
SCCPSS reserves the right to negotiate minimum orders whether by total dollar amount and/or by volume in association with the total amount of award to the Contractor in terms of total dollar amount and/or volume. If mutual agreement cannot be reached as to the minimum order amount, SCCPSS reserves the right to find the Contractor 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 SCCPSS as determined by the Director of Purchasing. The decision of SCCPSS shall be final and un-appealable.

31.0 SUBSTITUTIONS

The process of substituting one product for another is STRONGLY discouraged as each item is strategically menued to meet the components and requirements of the National School Breakfast, Lunch and Snack Programs. Bidders are expected to furnish the brand and/or quality of products that the bidder disclosed to SCCPSS in response to the solicitation. However, in such circumstances that the Contractor is unable to furnish the brand listed on the solicitation, a higher quality product, as determined by SCCPSS Director of School Nutrition or designee, may be substituted. Cafeteria managers will be provided a list of the product brand names awarded on this contract. No substitutions for ordered products shall be made by the Contractor without prior written consent of the SCCPSS Director of School Nutrition or designee. Request to substitute must include a nutrition label, list of ingredients, child nutrition product specification sheet (if available), and preparation instructions for the proposed substitute item. Substitution for ordered products without prior written consent will not receive payment and could result in the contractor being declared in default. Payment for approved substitutions will be made per individual unit at unit bid price. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

31.0 PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government Agencies within the State of Georgia to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Bidder and the third party entity.

32.0 TERMS OF PAYMENT & INVOICING

Bidders shall invoice the Board after the noted materials/supplies have been accepted by the requesting site representative and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the Board backorder policy, no backorders will be accepted. Payment terms are 2% 10 Net 40.

- SCCPSS must receive a copy of all invoices within two business days after delivery has occurred and may require access to distributor’s ordering system as well. If the invoice has been posted, all changes including changes in pricing, must be done on a debit or credit memo so there can be no confusion on products and prices.

- Approved invoice payments will be made weekly. The process of approval of invoices begins when all documentation necessary to complete the transaction has been received by Accounts Payable.

- The successful distributor(s) must provide two (2) invoices for each individual school as orders are delivered.

- All invoices must be fully itemized, showing unit and extended cost as well as any discount associated with the item. Invoices must have an invoice number and date. Invoice numbers must not be duplicated during the same school year.
• The font on the invoice must be no smaller than 10 points for the invoice number, item name and total. Bolded print would be preferred for these items.

• If there is a shortage or error in goods received, as determined by the cafeteria manager after a driver has left, SCCPSS will give the distributor notice within two (2) business days that a correction will be made on the invoice.

• Signed invoices must be left with the cafeteria manager or designee and will be considered the official invoice for payment purposes. In the event a signed invoice is forgotten, SCCPSS may not make a payment until a signed invoice is received. If delivery is made during business hours, a signature must be obtained from the cafeteria manager or designee. SCCPSSNP requires all deliveries be made beginning no earlier than 6:30 a.m. and completed by 2:00 p.m.

• One (1) copy of a credit or debit memo must be provided within (15) days of the date of the invoice. Credit/Debit memos must be provided via either U.S. mail, e-mail, or fax.

• Monthly statements showing all outstanding invoice numbers and amounts shall be submitted for each school to SCCPSS’ Accounts Payable Departments, at the above addresses. No statements should be mailed to the schools.

• The invoice must have an acceptable degree of legibility to enable scanning for electronic document filing.

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Bidder/Contractor shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid Number (Bid 18-26)

All original invoices, credit memos, or debit memos should be mailed to:

Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

Monthly statements showing bid/contract number, invoice numbers and amounts shall be submitted for each school to SCCPSS Accounting Office at the addresses detailed above. Payment will be made by SCCPSS to the official address of the Contractor of record. Payment checks may not be diverted to another address or Contractor.
33.0 INCENTIVES, DISCOUNTS, REBATES, AND CREDITS

The distributor must bring to SCCPSS’ attention all rebates, incentives or any other form of remuneration which in effect lowers costs to the distributor. The distributor must pass on to SCCPSS fair compensation for rebates or bill-backs from manufacturers.

34.0 COST REIMBURSABLE CONTRACTS

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority; (ii)(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification; (iii) The contractor’s determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars; (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually; (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department. (2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor’s actual, net allowable costs.

35.0 QUANTITIES

The estimated quantities given are intended only as a guide for the bidder. The Board does not obligate itself to purchase the full estimated quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board’s requirements may exceed the estimated annual quantities shown and the successful bidder shall be obligated to fulfill all requirements as shown on the purchase orders, whose mailing dates fall within the performance period of this contract.

Bidders failing to honor or fulfill purchasing requirements during the established performance period, is subject to be removed from the bidder’s list for two (2) bid cycles.

36.0 INSPECTION

The Contractor awarded the contract shall be subject to continuous inspection by SCCPSS to insure compliance with all specifications and regulations of SCCPSS ‘Board of Education. In any instance where the products do
not conform to the specifications contained herein or to the samples provided with the bid, SCCPSS reserves the right to reject the products at the Contractor's expense.

All products are to be re-inspected when delivered to their final destination. All products will be checked for temperature compliance, damage, leakage or other deviations. All products will be referenced against the invoice before the invoice is signed for at the school by an authorized representative of SCCPSS. In the event delivery is made during serving, the delivery person must be prepared to wait until an authorized representative is available to receive shipment. Please advise delivery person of such so that adequate time for delivery is scheduled. Delivery personnel must put product in cooler, stock room or freezer as directed by manager or authorized representative of SCCPSS.

37.0 CONFLICT OF INTEREST

As part of the negotiation process, the Contractor is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of SCCPSS and the name of any SCCPSS employee who owns, directly or indirectly, a stock interest in the Contractor's firm or any of its branches. The Contractor is required to disclose any other real or apparent conflict of interest with any of the SCCPSS employees.

38.0 DEBARMENT AND SUSPENSION

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

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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

39.0 LOBBYING CERTIFICATION AND DISCLOSURE


40.0 HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) REQUIREMENTS

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

All proposal submissions must include your business strategic preparedness plan for business continuity and recovery should a pandemic event strike the distributor.

42.0 RECORD RETENTION

The successful bidder agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment. SCCPSS, its authorized agents and/or Federal grantor agency, the comptroller General of the United States, or any of their duly authorized representatives and/or state representatives shall have full access to, and the right to examine any books, documents, papers, and or records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

43.0 PREFERENCE TO SUPPLIES, MATERIALS, AND AGRICULTURAL PRODUCTS PRODUCED IN GEORGIA

Under OCGA § 50-5-61, there is a required preference for products manufactured or produced in the State of Georgia if it is reasonable and practicable. Contractor must provide written information to be eligible for this consideration. The information includes the estimate of the multiplier effect on gross state domestic product, the effect on public revenues of the state, and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods.

44.0 USDA FEDERAL REGULATIONS

Contractor must comply with the applicable USDA Federal Regulations for Child Nutrition Programs – 7 CFR.

45.0 CLEAN AIR ACT AND CLEAN WATER ACT

The successful bidder agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. 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; and Contractor will immediately notify SCCPSS 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.

46.0 ENERGY POLICY AND CONSERVATION

Compliance with mandatory standards and policies relating to energy efficiency which are contained in SCCPSS Board of Education energy conservation plan issued in compliance with the Energy policy and Conservation Act (Public Law 94-163, 89 Stat.371).

47.0 BUY AMERICAN

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. 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.

48.0 LABOR SURPLUS AREA FIRMS

It is the intent of SCCPSS to assure that Labor Surplus Area Firms have an equal opportunity to participate in SCCPSS Purchasing requirements.

49.0 USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
    Office of the Assistant Secretary for Civil Rights
    1400 Independence Avenue, SW
    Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

50.0 CIVIL RIGHTS ASSURANCE

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

51.0 WARRANTY

Successful Offeror 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 Offeror shall replace any damaged or inferior product in a timely manner to minimize the disruption to SCCPSS operations.
52.0 TAXES

Bidder will timely pay all taxes lawfully imposed upon bidder with respect to this Contract. Bidder makes no representation whatsoever regarding any tax liability of bidder, nor regarding any exemption from tax liability related to this Contract.

53.0 DELAYS AND EXTENSION OF TIME

If the Bidder is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the Bidder’s control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the Bidder may agree.

54.0 LIQUIDATED DAMAGES

The District will reduce the Bidder’s invoice in the amount of $500.00/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Bidder’s invoice for failure to provide the services as specified to include late performance. The Parties agree that this $500.00/Per Day Payment is in the nature of liquidated damages, and not a penalty, but is calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the District for such delay or interruption in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.

In the event of any delayed Work completion and the Bidder’s failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Bidder therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

55.0 DAMAGES

The Contractor shall be held responsible for, and shall be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

56.0 WORKSITE DEBRIS REMOVAL

The Contractor shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Contractor will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

57.0 PROTECTION AND STORAGE OF MATERIALS

Materials shall be protected at all times from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation. Damaged material shall not be incorporated in the work and any work or material damaged during installation shall be repaired or replaced to the satisfaction of the Board.

58.0 MINIMUM BIDDER QUALIFICATIONS

A. The bidder shall be established in the business of providing the requested commodity.
B. The bidder shall have been in business for a minimum of five (5) years.
C. The bidder will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia that the bidder has provided commodities to in the past five (5) years that are similar to or the same as that requested herein. References shall include a brief description of the commodity provided, name of a viable contact person, email address for the current contract representative, and a fax number.

D. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

59.0 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

60.0 CONTRACTOR PERSONNEL

Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they are on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including backup personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.

C. The use of tobacco or tobacco products on Board property is prohibited by State law.

D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.

E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (c) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder.
Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the Board shall be terminated.

61.0 SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District’s prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A “Personnel Listing” of this document.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor’s manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

62.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

63.0 FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Purchasing Director of SCCPSS shall certify to the Contractor the occurrence thereof.

64.0 INDEMNIFICATION

To the maximum extent permitted by Georgia law, the Offeror shall indemnify and hold harmless the District, its Board Members, officers and employees (collectively the “Indemnites”) from any and all claims, liabilities, damages, losses and costs, including, but not limited to, the District’s reasonable attorneys’ fees and expenses incurred in the defense thereof, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror or anyone employed or utilized by the Offeror in the performance of this Agreement. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnites.

This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.
Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

65.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractor’s bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor’s insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

a. Commercial General Liability- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

b. Automobile Liability- Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than $1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.

c. Worker’s Compensation Insurance- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq..

d. Umbrella Liability- Limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award the successful bidder will be given seven (7) days to supply insurance certificates with the Board named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted bid. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

66.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.
Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

67.0 LITIGATION HISTORY

Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed by current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.

68.0 COMPLIANCE WITH LAWS

Bidder will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

69.0 CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, irrespective of any of Georgia’s choice-of-law rules that might result in the application of the law of another jurisdiction.

Any claim or controversy arising out of or relating to this Agreement or any breach thereof shall be brought, maintained and pursued only in a state of competent subject matter jurisdiction located in Georgia’s Eastern Judicial Circuit in and for Chatham County, Georgia, or in a federal court of competent subject matter jurisdiction located in the Southern District of Georgia, Savannah Division. The Parties hereby agree in advance to consent to personal jurisdiction in any such court, and agree in advance to waive the defense of personal jurisdiction in any such court. The Parties further agree that any such court will be a proper venue for any action arising out of or relating to this Agreement or any breach thereof and agree in advance to waive the defense of improper venue in any such court.

70.0 OBLIGATION OF BIDDER

By submitting a bid, the bidder covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

71.0 SCHEDULING OF WORK

All work will be scheduled with the District’s Contract Representative, Onetha Bonaparte, or their designee. All work will be performed during normal business hours unless bid option for evening, weekend and holiday work schedule is accepted and awarded by the District. Bidder/Contractor will be required to sign at the work site during normal/school hours. After normal/school hours, the Bidder/Contractor will notify Campus Police at (912) 395-5565 when they leave for the day.
72.0 OWNER’S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner’s option and without prejudice to the Owner’s rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.

73.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 36.0 above and without any other damages or relief.

74.0 REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CLAUSES

a. Immediate Termination.

This Contract will terminate immediately and absolutely if the District determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the District cannot fulfill its obligations under the Contract, which determination is at the District’s sole discretion and shall be conclusive. Further, the District may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

(i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

(ii) The District determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

(iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidders process which is materially false, deceptive, incorrect or incomplete.

b. Termination for Cause.

The occurrence of any one or more of the following events shall constitute cause for the District to declare the Contractor in default of its obligations under the Contract:

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

(iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, District and State laws, rules, ordinances, regulations, policies, and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the District to liability, as determined in the District’s sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the District or a third party.

c. Notice of Default.

If there is a default event caused by the Contractor, the District shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the District’s written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the District may:

(i) Immediately terminate the Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

d. Termination for Convenience.

Following ten (10) days’ written notice, the District may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the District up to and including the date of termination.

e. Termination Due to Change of Law.

The District shall have the right to terminate this Contract without penalty by giving thirty (30) days’ written notice to the Contractor as a result of any of the following:

(i) The District’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the District; and/or

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

g. The Contractor’s Termination Duties.

Upon receipt of notice of termination or upon request of the District, the Contractor shall:

(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the District may require;

(ii) Immediately cease using and return to the District, any personal property or materials, whether tangible or intangible, provided by the District to the Contractor;

(iii) Comply with the District’s instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

(iv) Cooperate in good faith with the District, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the District any payments made by the District for goods and services that were not delivered or rendered by the Contractor.

75.0 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 District 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 District, 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 District reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement for incorrect billings or other improprieties. Evidence of criminal conduct will be turned over to the proper authorities.
INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.

2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than $100,000 combined single limit per occurrence, $500,000 per project aggregate covering all work performed under this contract.

3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of $1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.

4. Umbrella Liability. With limits of not less than $1,000,000 per occurrence covering all work performed under this contract.

5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.
ATTACHMENT “C”
LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Education to maximize the utilization of qualified local, minority, and women owned business enterprises ("LMWBEs") who provide professional services or who serve as prime contractors, subcontractors or suppliers as a part of the District’s facilities construction, maintenance and repair programs. Prime contractors on district construction projects shall make and document good faith efforts to maximize the utilization of qualified LMWBEs as subcontractors and suppliers and provide proof of such efforts and contracts with and payments made to LMWBEs upon request. The Board also promotes capacity building within the local construction community and encourages the use of partnerships, teaming and mentorships to provide LMWBEs with relevant and necessary experiences to grow their business.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE participation (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

For the purposes of this policy, a Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority or persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African American: A person with origins in any of the Black racial groups of Africa;
2. Hispanic American: A person with origins from Mexico, South America, Central America or the Caribbean Basin, regardless of race; and
3. Asian American: A person with origins from the Indian subcontinent, countries of the Asian Pacific region, and surrounding countries; and

For the purposes of this policy, a Local Business Enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah, Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

For the purposes of this policy, a Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
Phone: (912) 652-3582

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Bidders or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this ITB.
ATTACHMENT “C” – Exhibit #1
PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER: ________________________________

BID #: 18-26 PROJECT TITLE: School Nutrition Program – Fresh Produce

TOTAL BID AMOUNT: $ ________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>SUBCONTRACT VALUE</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _______ % $ __________________

WOMEN PARTICIPATION TOTAL VALUE: _______% $ __________________

OTHER MINORITY PARTICIPATION TOTAL VALUE: _______% $ __________________

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature

Title

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date

Signature

Title

NOTE: The Savannah Entrepreneurial Center is available to identify qualified LMWBE's. Please contact the Office at (912) 652-3582.
NAME OF BIDDER: ________________________________ BID #: 18-26

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Yes or No</th>
<th>Explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
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<tr>
<td>Communicating with the Savannah Entrepreneurial Center to identify available qualified LMWBEs.</td>
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<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
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<tr>
<td>Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.</td>
<td></td>
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</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td></td>
<td>Please explain efforts:</td>
</tr>
</tbody>
</table>
NAME OF BIDDER: ___________________________ BID #: 18-26

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

<table>
<thead>
<tr>
<th>Joint venture firms</th>
<th>Level of work</th>
<th>Financial participation</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>
NAME OF CONTRACTOR/CONSULTANT: ___________________________ BID #: 18-26

PROJECT TITLE: School Nutrition Program – Fresh Produce

DATE: ______________ PROJECT LOCATION: __________________________

CONTRACT AMOUNT: $ __________________________

<table>
<thead>
<tr>
<th>NAME OF LMWBE PARTICIPANT</th>
<th>ADDRESS</th>
<th>TYPE OF WORK SUB-CONTRACTED</th>
<th>MONTHLY PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

CUMULATIVE LMWBE MONTHLY REPORT: $ __________________________

PERCENTAGE OF TOTAL CONTRACT: __________ %

PERCENTAGE OF OVERALL CONTRACT COMPLETION: __________ %

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: ______________ Signature: ___________________________ Title: ___________________________

NOTES:

1. Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Exhibit 1, including an accounting for any changes in LMWBE firms employed.

2. This report must be completed in duplicate and one copy submitted with CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS and the second copy directly to the district's Purchasing Department.
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
### DISCLOSURE OF LOBBYING ACTIVITIES

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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year ______ quarter ______</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report ______</td>
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<tr>
<td>f. loan insurance</td>
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<td>----------------</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td>Congressional District, if known: __________</td>
</tr>
<tr>
<td>□ Subawardee</td>
<td>Tier __________, if known: ______</td>
</tr>
<tr>
<td></td>
<td>Congressional District, if known: __________</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known: $</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying scholars is a material representation of fact upon which reliance was placed by the person above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information 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 than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Telephone No.: ________________________ Date: __________

Federal Use Only:
Authorized for Local Reproducible
Standard Form LL (Rev. 7-9)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 is a follow up 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling 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. The 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.
<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>City</th>
<th>State Code</th>
<th>Phone Code</th>
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<tbody>
<tr>
<td>BARTLETT MIDDLE</td>
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<td>GA 31406</td>
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<tr>
<td>BROCK ELEM</td>
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<td>BEACH HIGH</td>
<td>3001 HOPKINS ST</td>
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<td>GA 31405</td>
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<tr>
<td>BLOOMINGDALE Elementary</td>
<td>101 E. MAIN ST</td>
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<td>BUTLER ELEM</td>
<td>1909 CYNTHIA ST</td>
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<tr>
<td>COASTAL MIDDLE</td>
<td>4595 US HWY 80 RD.</td>
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<td>COASTAL GA ACADE</td>
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<td>CEMCO ELEM</td>
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<td>DERENNE MIDDLE</td>
<td>10009 CLINCH ST</td>
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<td>EAST BROAD ELEM</td>
<td>400 E. BROAD ST</td>
<td>Savannah</td>
<td>GA 31401</td>
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<tr>
<td>ELLIS ELEM 4054 (K-8)</td>
<td>200 E. 49TH ST</td>
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<td>GA 31405</td>
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<tr>
<td>GADSDEN ELEM</td>
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<td>GARDEN CITY ELEM</td>
<td>4037 KESSLER AVE</td>
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<tr>
<td>GARRISON ELEM</td>
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<td>GODLEY STATION</td>
<td>2125 BENTON BLVD</td>
<td>Savannah</td>
<td>GA 31404</td>
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<tr>
<td>School Name</td>
<td>Address</td>
<td>City, State, Zip Code</td>
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<tr>
<td>GROVES HIGH</td>
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<td>HAVEN ELEM 4056</td>
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<td>HEARD ELEM</td>
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<td>HESSE ELEM</td>
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<td>JENKINS HIGH 5060</td>
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<tr>
<td>JOHNSON HIGH 0101</td>
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*Schools in shaded areas are not delivery sites*