September 30, 2018

Ladies and Gentlemen:

The Savannah-Chatham County Public School System ("SCCPSS") would like to take this opportunity to announce that it is requesting bids for Bid 19-23 Commodity Processing - Beef (Annual Contract).

Enclosed is an Invitation to Bid ("ITB") packet, which provides instructions for the submission of Bids and identifies the goods and/or services requested by the SCCPSS. All Bids should be delivered to the SCCPSS Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401.

Bids will be accepted prior to Tuesday, October 30, 2018 at 2:00 PM at which time they will be publicly opened. **Time is of the essence, and any Bid received after this deadline for submission, whether by mail or otherwise, will not be accepted.** Bidders are responsible for ensuring that their bids are timely received and stamped by Purchasing Department personnel. It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled deadline.

All bids must be submitted in a sealed envelope with the bid name, number, and closing date and time clearly marked on the outside envelope. **No additional information should be written on the outside of the envelope.** If bid materials require additional envelopes, then all packages must be combined together and marked as described above. A copy of the Bid register will be posted on the District’s website within seventy-two (72) hours after the closing date.

Please include with your bid all documents requested by this solicitation, including, but not limited to, a copy of your firm’s current business license and certificate of insurance. **Failure to include all of the information and/or documents requested by this solicitation could result in the Bidder’s bid not being considered by the SCCPSS.**

If you have any questions concerning this solicitation, please submit them in writing to Kathleen Watson-Scott, Purchasing Agent at the address above or fax them to (912) 201-7648. Please note that all communications relating to this solicitation must be directed to the Purchasing Department pursuant to SCCPSS policy.

If a Bidder is unable to submit a bid at this time but would like to remain on the list of potential vendors for the SCCPSS, please complete and return only the "No Bid Statement Form" included with this ITB packet and clearly mark the outside of the envelope with the words "No Bid."

Thank you for your interest in providing goods and services to the SCCPSS.

Sincerely,

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"

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INVITATION TO BID (ITB): Bid 19-23
COMMODITY PROCESSING - BEEF (ANNUAL CONTRACT)

I. INTRODUCTION

The Board of Public Education for the City of Savannah and the County of Chatham (the “District”), the body corporate responsible for public education in Chatham County, which is commonly known as the Savannah-Chatham County Public School System (“SCCPSS”), seeks sealed bids as specified in this Invitation to Bid (“ITB”).

It shall be the intent and purpose of this ITB to cover the terms and conditions under which one (1) or more Bidders shall be responsible to supply and deliver the food products requested herein to the District’s School Nutrition Program through sealed bids. The District reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the District.

Vendors who wish to be awarded a contract by the District to provide the goods and/or services requested by this ITB shall be referred to herein as the “Bidder(s).” To be considered for an award of a contract under this ITB, Bidders should carefully read this solicitation document, which is called Invitation to Bld 19-23 Commodity Processing - Beef (Annual Contract), and all of the forms, product specifications, service requirements, contract documents, or other materials that may attached hereto or referenced herein. This ITB and the associated documents identify the goods/and or services requested by the District, contain the instructions for preparing and submitting Bids, and outline the process by which the District will award a contract for those goods and/or services, if it decides to award a contract at all.

II. GENERAL TERMS AND CONDITIONS FOR THIS ITB

A. A “Cone of Silence” Applies to this ITB.

A “Cone of Silence” is imposed upon this ITB after advertising and terminates at the time the District awards a contract. Except as specifically set forth below, the Cone of Silence prohibits any communications in any form (whether written, oral, or electronic) 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, with any District employee, any member of the elected Board of Education that serves as the District’s governing body, the Superintendent or her staff, and any other persons involved in evaluating the bid, such as program managers or members of any selection committee. The Cone of Silence is intended to prohibit lobbying for, or against, a particular Bidder or Bidders and to prevent prospective Bidders from circumventing the process for selection set forth in this ITB.

The Cone of Silence does not apply to oral communications with the Director of Purchasing, or the Director of Purchasing’s designees, at pre-Bid conferences, site visits (as applicable), presentations before selection committees, contract negotiations with Bidders selected for award, or at other times expressly allowed by this solicitation. Written communications expressly authorized by this solicitation, such as (1) the submission of the Bid 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 Bidder may result in the rejection of the Bidder’s response and disqualify the 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.
B. The Goods and/or Services Requested by the District.

The goods and/or services requested by the District in this ITB are described in more detail in “Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements,” which is incorporated into this ITB by this reference.

C. The Advertising Dates for this ITB.

This ITB is being advertised on the Purchasing Department page of the District website, http://internet.savannah.chatham.k12.ga.us/, and in the Savannah Morning News, the newspaper for legal notices in Chatham County, Georgia.

The advertising date(s) for this Invitation to Bid (ITB) in the Savannah Morning News are as follows:

September 30, 2018 to October 13, 2018, and
October 14, 2018 to October 30, 2018.

D. Pre-Bid Conferences Held by the Purchasing Department.

“No pre-Bid conference is scheduled for this ITB.”

Bidders should be advised that while attendance at the pre-Bid conference for this ITB is not required, attendance may be required at an interview scheduled after the submission of Bids for this ITB.

Bidders should also be advised that other District ITBs may require attendance at a pre-Bid conference as a condition to being deemed a “responsive” and “responsible” Bidder eligible for a contract award.

E. The Deadline for Submitting Bids in Response to this ITB.

The deadline for submitting Bids in response to this ITB, unless extended by the District, shall be as follows:

Tuesday, October 30, 2018 at 2:00 PM.

Time is of the essence, and any Bid received after this deadline for submission, whether by mail or otherwise, will not be accepted. Bidders are responsible for ensuring that their Bids are timely received and stamped by Purchasing Department personnel. It shall not be sufficient to show that the Bid was mailed in time to be received before the scheduled deadline.

This deadline may be extended for all prospective Bidders within the discretion of the Director of the Purchasing Department or her designee for any reason. A non-exclusive list of reasons why the deadline may be extended include: the issuance of addenda to this ITB or the associated specifications, a total absence of bids, District closure due to inclement weather, etc. The Director of the Purchasing Department will either extend the deadline for all Bidders or not all.

Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

Bids cannot be modified after the submission deadline, as may be extended by the Purchasing Department. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The District reserves the right to request information or respond to inquiries for clarification purposes only.
F. Delivery and Submission of Bids.

Bidders shall timely deliver bids in person, by mail, or by a commercial delivery service, such as Federal Express or UPS, to the following address:

The Savannah Chatham County Public School System
Purchasing Department
208 Bull Street
Room 213
Savannah, Georgia, 31401.

G. Receipt and Registration of Bids.

Bids and modifications shall be time-stamped by the Purchasing Department upon receipt. After the deadline for submissions of Bids has passed, Bids shall be registered publicly, and then subsequently opened in the presence of two or more Purchasing Department officials. Bids and modifications shall be shown only to District personnel or consultants having a legitimate interest. Only after award of the contract shall Bids be open to public inspection.

H. Timely-filed, Signed Bids Considered an Offer.

A Bidder’s timely-filed, signed Bid shall be considered an offer on the part of the Bidder which may become a binding contract on the Bidder if accepted by the District at the conclusion of the Bid evaluation process. By submitting a Bid in response to this ITB, Bidder agrees that Bid will remain open for acceptance by the District for at least 120 days without any changes in terms or pricing.

In event that the Bidder refuses to perform its promises made in its offer after acceptance by the District, the District may take such action as it deems appropriate to redress the Bidder’s failure to perform, including legal action for damages or equitable relief, including specific performance, for the Bidder’s lack of required performance.

I. Non-Response by Prospective Bidders.

If a Bidder does not wish to submit a Bid in response to this ITB but would like to remain on the list of potential vendors for the District, please complete and return only the “No Bid Statement Form” included with this ITB packet and clearly mark the outside of the envelope with the words “No Response.”

J. Form and Formatting of Bids.

The form and formatting requirements for Bids requested by this ITB are described in “Attachment A-Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.”

K. Bid Bonds.

A bid bond IS NOT required with Bidder’s Bid for this ITB.

If a bid bond is required by this ITB, the requirements are set forth in more detail in "Attachment A-Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements," which is incorporated by this reference.

L. Performance Bonds.

A performance bond IS NOT required in connection with this ITB.

If a performance bond is required by this ITB, the requirements of any such Performance Bond will be
set forth in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements," which is incorporated by this reference.

M. Bidder's Essential Credentials and Business Structure to be considered a "Responsible Bidder."

To even be considered for a possible award of a contract for the goods and/or services requested by this ITB, a Bidder must be deemed a "responsible" Bidder by the District’s Purchasing Department.

To be considered a "responsible" Bidder for the purpose of this ITB, a Bidder must be licensed and have the capacity to provide the goods and/or perform the services requested by this ITB and must be able to meet the minimum licensing, bonding, insurance, and contractual requirements of this ITB. The District reserves the right to request a Bidder to provide additional information or documentation to demonstrate that it is a "responsible" Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not "responsible" for the purposes of this ITB.

To be considered a "responsible" Bidder, the Bidder's majority (51%) ownership, whether public or private, must be held by citizens or lawful permanent residents of the United States.

To be considered a "responsible" Bidder, the Bidder must attach to its Bid a copy of any and all business licenses needed for the Bidder to provide the requested goods and/or services, including any local business licenses needed to provide the good and/or services requested by this ITB in Chatham County.

If the Bidder is a corporation, a copy of a current Annual Corporate Registration issued by the State in which the Bidder is incorporated is required to demonstrate that the Bidder is a "responsible" Bidder.

While any lawful form of business may be a "responsible" Bidder, if the Bidder is a partnership or joint venture, a copy of the contractual agreement between the partners or the participants in the joint venture must be provided with the Bidder's Bid. The partnership or joint venture agreement must be adequate to its purpose of establishing a safe and well-structured good faith relationship between the participants, and must comply with all applicable laws, including Antitrust Laws. The agreement must include adequate provisions to address unforeseen events such as the demise of any one of the partners or joint venture companies, and the like. If the Bidder is a partnership or joint venture between two existing business entities, including, but not limited to, a corporation or LLC, then all partner should be routinely and on a daily basis in the business of providing services which are closely similar or identical to those Services solicited by this ITB. If the District determines that the form of the Bidder’s business, including a partnership or joint venture, was not created for a legitimate business purpose, could impair the Bidder’s performance in response to this solicitation, poses a liability to the District, or is otherwise not in the best interest of the District, then the District reserves the right to disqualify the Bidder and determine that it is not responsible.

If the Bidder is a joint venture, information and documentation must be provided to establish whether the joint venture is a business entity created for the purpose of functioning as the joint venture, or whether the joint venture is operated through the existing legal status of the venture partners. All information regarding the legal structure and reporting of income for tax purposes of the joint venture must be provided.

It is the District’s intent to only enter into a contract as a result of this ITB with a single Bidder. The District reserves the right to reject as "non-responsive" or "not responsible" any Bid that requests the District to enter into contracts with multiple Bidders.

N. Insurance, Warranty, Indemnity and Other Requirements for "Responsible" Bidders.

To be considered a "responsible" Bidder, all Bidders may be required to meet minimum insurance, warranty, indemnity and other requirements set forth in more detail in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements," which is incorporated by this reference.
O. O.C.G.A. § 13-10-91 and E-Verify Compliance Required for “Responsible” Bidders.

To be considered a “responsible” Bidder, all Bidders are required to comply with O.C.G.A. § 13-10-91, a Georgia statute that prohibits a public employer such as the District from entering into any contract with a contractor who fails to participate in the federal work authorization program E-Verify or fails to demonstrate that it is not required to participate in the E-Verify program. In order to be deemed a “responsible” Bidder eligible for this ITB, the Bidder must provide the affidavit(s) or other documentation required O.C.G.A. § 13-10-91. While the District provides sample O.C.G.A. § 13-10-91 affidavit forms in this ITB, Bidders are solely responsible for familiarizing themselves with their obligations under O.C.G.A. § 13-10-91 and making sure that they provide the District with the required documentation.

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

It is the policy of the District 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 District 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, but is not limited to, persons who have experience social disadvantage because of their membership in the following groups:

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.

The District 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 District 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 District, as outlined above.

The District 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 District.

All bidders must read, complete and return all of the LMWBE forms attached to this ITB, with the exception of the LMWBE monthly report which is produced to illustrate the monthly report that will be required to be filed by any Bidder(s) that may ultimately be awarded a contract by the District.

Q. The District’s Reservation of Rights to Cancel this ITB, to Amend the ITB Process, to Disqualify Bidders, and to Waive Irregularities and Technicalities.

The District, in the discretion of the Purchasing Director, the Director of Budgeting Services, the Superintendent, or the District’s governing body, the elected School Board, may cancel this ITB at any time before the District awards a contract to any Bidder(s). The District may decline to purchase the goods and/or services solicited in this ITB at all or it may decide to purchase some or all of the same goods and/or services through a similar or different procurement process.

The District, in the discretion of the Purchasing Director, the Director of Budgeting Services, the Superintendent, or the District’s governing body, the elected School Board, reserves the right to amend this ITB and all attachments in any way and at any time (without cancelling it in its entirety) before the deadline for the submission of Bids. Any addenda amending this ITB will be made available to all Bidders on the District’s website. As stated above, the submission deadline will be extended at least seventy-two (72) hours if any addenda is issued less than seventy-two (72) hours before the submission deadline.

The District further reserves the right to amend this ITB in any way after the deadline for the submission of bids (without cancelling the ITB in its entirety), except the District will not amend the original bid formatting or submission requirements or the criteria for determining whether the Bidder is a “responsive” or “responsible” Bidder. Non-exclusive example of such an amendment to this ITB may be the addition of an inadvertent omission from the Food Bid List.

The District further reserves the right to redo any stage of this ITB (without cancelling it in its entirety) if the District, in the discretion of the Purchasing Director, the Chief Financial Officer, the Superintendent, or the District’s
governing body, the elected School Board, has concerns that a stage of the ITB should be redone to eliminate any question of whether it was conducted properly.

The District reserves the right to reject any and all Bids submitted in response to this ITB, and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the District.

The District has the right to disqualify a Bid of any Bidder on the basis that the Bid is "nonresponsive" or the Bidder is "not responsible."

A Bid shall be deemed "nonresponsive" if it fails to include all of the information or documents required by this ITB.

A Bidder shall be deemed "not responsible" if the District determines that the Bidder fails to meet the minimal requirements to be eligible for consideration, including but not limited to, a lack of capacity to do the work or provide the services requested, a lack of proper insurance, the lack of a valid business license, failure to satisfy e-Verify requirements, negative past performance ratings on District projects, being disqualified from working for the District because of poor performance on a prior project, or some other reason that gives the District reason to question the responsibility or reliability of the Bidder. The District reserves the right to request a Bidder to provide additional information in response to any concern that a Bidder may not be a "responsible" Bidder. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Bidder to be not "responsible" for the purposes of this ITB.

Bidders represent that, to the best of their knowledge, all information that they submit to the District in response to this ITB, whether through a Bid or otherwise, is true and correct. If the District determines that information submitted by the Bidder is incorrect, the District may disqualify a Bid as "non-responsive." If the District determines that a Bidder intentionally misrepresented information submitted in response to the ITB, the District may disqualify the Bidder on the basis that it is "not responsible" for this solicitation and in future solicitations.

R. Evaluation and Award of Contract.

A contract with the District, if one is awarded at all, for the goods and/or services requested in this ITB will be awarded by means of the award process described in in "Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements."

Depending on the nature of the goods and/or services the District may provide a sample of the contract it is willing to execute with a successful Bidder. If such a sample contract is attached, then the Bidder is deemed to have agreed that all of the terms contained therein will be acceptable by submitting a Bid. If the Bidder wants to propose materially different terms, then the Bidder should file a request for Material Substitution using the procedure outlined above before submitting its Bid.

For other goods and/or services, the District may ask Bidders to provide a proposed contract. The terms of that proposed contract will be evaluated as part of the selection process to determine whether the Bidder is "responsive" and "responsible." The specifications for the goods and/or services requested by this ITB may also include specific contract terms outlined in "Attachment A - Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements" that should be included in any contract proposed by a Bidder.

By way of a non-exclusive example, the specifications may provide that the District will not agree to any contract provision requiring the District to indemnify any Bidder as such provisions are prohibited by District policy and state law. Conversely, there may be times when the District requires a Bidder to maintain certain levels of insurance, to honor certain warranties, or to provide indemnities to the District.
S. Consideration of Bidder Past Performance.

Successful Bidders should be advised that they will be evaluated by the District over the duration of the contract period. Performance will be documented. Poor performance may result in the Bidder being disqualified on future ITBs or may result in the deduction of points from the Bidder on future District solicitations, whether they are other invitations to bid or requests for qualifications and requests for proposals. Good performance may result in the Bidder receiving additional points on future solicitations.

T. Public Information.

It is the policy of the District 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 propriety sections of the submitted Bid shall relieve the District from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

If this ITB is cancelled before an award is made, Bids will not be made available for public inspection to prevent Bidders from having an unfair advantage in future solicitations for the same goods or services.

U. Bidder Questions, Requests for Interpretations, and Issuance of Addenda.

If a Bidder should have any questions relating to an ITB, including but not limited to the interpretation of ITB language, the specifications for the goods and/or services requested, the terms of sample contract provisions attached to this solicitation, the preparation or submission of Bids, or the evaluation and contract award process outlined in this ITB, the Bidder may deliver written requests for interpretation to the following address by U.S. Mail, by a commercial delivery service, such as Federal Express or UPS, by fax, or email to the Purchasing Department’s designated email addressed below:

Savannah-Chatham County Public School System
Attn.: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648
Email: purchasing@sccpss.com

All answers to questions and any interpretations of documents shall be made by addenda to the ITB and shall be made available to all Bidders on the District's website. While the District will also make a good faith effort to mail or fax any addenda to all Bidders who attended pre-Bid conferences, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda, the District’s failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting Bids in response to this ITB.

All requests for interpretation must be submitted to the Purchasing Department on or before the close of business, 5:00 PM on Tuesday, October 16, 2018. The District shall not be required to answer any questions about this ITB submitted after this date.

The Purchasing Department will extend the deadline for submitting Bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled Bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for interpretation for all Bidders if the deadline for submitting Bids is also extended.
V. Requests for Material Substitution of Products, Services, or Contract Terms.

The goods and/or services and contract terms requested by the District in this ITB are described in more detail in "Attachment A- Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements." which is incorporated into this ITB by this reference.

When reference is made in the specifications as to a particular manufacturer, type of process, brand name, or model number, such references are usually, but not always, made to designate minimum acceptable levels of quality and do not indicate a preference. In some instances, a particular manufacturer, type of process, or brand name is required.

In the event a Bidder would like to propose another manufacturer, process, brand name, model number, etc. other than those stated in the specifications for this ITB, 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 that the proposed substitute is equal to the goods or services identified in the specifications rests with the Bidder. All determinations of the acceptability of the proposed substitute goods or services shall rest with the District 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 District.

If the Bidder wishes to propose materially different terms than those requested by the District in Attachment “A” or in any Sample Contract, then Bidder should request to propose different Contract terms by identifying the provisions it wishes to change or wishes to add.

All requests for the material substitution of goods and services and the change of contract terms shall be submitted to the Purchasing Department to the following address by U.S. Mail, by a commercial delivery service, such as Federal Express or UPS, fax, or by email to the Purchasing Department’s designated email address below:

Savannah-Chatham County Public School System
Attn.: Sabrina L. Scales, Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648
Email: purchasing@sccpss.com

All answers to requests for material substitution and requests for changes of contract terms shall be made by addenda to the ITB and shall be made available to all Bidders on the District’s website. While the District will also make a good faith effort to mail or fax any addenda to all Bidders who attended pre-Bid conferences, submitted requests for interpretations to the District, or otherwise communicated an interest to receive notice of addenda, the District’s failure to provide a Bidder with individualized notice of an addenda will not provide a Bidder with grounds to protest the implementation of this ITB. Bidders are ultimately responsible themselves for keeping track of addenda issued by the District before the deadline for submitting Bids in response to this ITB.

All requests for material substitution must be submitted to the Purchasing Department on or before the close of business, 5:00 PM on Tuesday, October 16, 2018. The District shall not be required to answer any questions about this ITB submitted after this date.
The Purchasing Department will extend the deadline for submitting Bids for all Bidders by at least seventy-two (72) hours if it issues any addenda within seventy-two (72) hours before the scheduled Bid submission deadline.

The Purchasing Director, or her designee, in her discretion, may extend the deadline for submitting requests for material substitution for all Bidders if the deadline for submitting Bids is also extended.

W. Protests.

Any actual Bidder or bona fide prospective Bidder who is aggrieved in connection with this ITB may protest to the Purchasing Director. By submitting a Bid in response to this ITB without filing a protest observing the deadlines set forth below, the Bidder waives any objection to the content of this ITB (including any attachment or addenda) issued prior to as well as any objection to any procedure outlined therein. Protests filed after the deadline for submissions shall only concern the implementation of the ITB as applied to the Bidder or addenda issued after the submission date.

Any protest to the content of this ITB (including any attachment or addenda) as well as any objection to any procedure or evaluation criteria outlined therein shall be filed no later than five (5) business days prior to the deadline for submissions of Bids, unless the objection concerns an addenda issued fewer than five (5) business days prior to the deadline for submissions of Bids, in which case, an objection may be filed to that addenda only at any time before the submission deadline.

Any protest filed after the submission deadline shall be submitted within five business (5) days after the action by the District on which the grievance is based, but in no case later than five business (5) days after the date of the District’s notice of intent to award a contract for the provision of goods and/or services requested in his ITB, which will be transmitted by fax to all Bidders.

The District shall not intentionally withhold information that is stated in this ITB to be forthcoming at certain intervals, but failure of the District to notify a Bidder who might be aggrieved by the content of such notification shall not give rise to any claim or rights resulting from said failure. Only formal protests will be considered, and in order for a protest to be considered as formal, it must be presented in written form, and must contain a minimum of the following:

- A specific identification of the statutory or regulatory provision(s) that the District’s purchasing staff member or department is alleged to have violated,
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above,
- A precise statement of the relevant facts that include timelines and all involved parties, and
- An identification of the issue(s) that needs to be resolved that support the protest.

The letter of protest shall be taken under consideration by the Chief Financial Officer and/or the Superintendent, who shall respond to the protesting Bidder within ten (10) business days of receipt of the letter of protest. The initial written response may explain that the Chief Financial Officer and/or the Superintendent need additional time to review the Protest. In any event, a final decision will be issued on the Protest by the Chief Financial Officer and/or the Superintendent before the execution of a final contract with the successful Bidder. This written decision shall be final and conclusive.

X. Bidders Not Entitled to Reimbursement for their Costs Associated with Submitting Bids.

The District recognizes that participating in this ITB process, or any government procurement process, can be time consuming and expensive for Bidders. In participating in part of this process, Bidders acknowledge that their costs in participating in this process are the costs of attempting to do business with the District.

All Bidders or potential Bidders, including unsuccessful Bidders or Bidders or potential Bidders who file protests, agree that the District shall not be responsible for reimbursing the Bidder for any costs they may incur in connection with this ITB, including staff time, printing costs, attorneys’ fees, or expenses of litigation.
Y. Gratuity Prohibition.

No Bidder shall 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 solicitation.

Z. Certification of Independent Submission of Bids.

By submitting a Bid in response to this ITB, the Bidder must certify that:

1. The information in this Bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other Bidder or with any competitor;

2. The information in this Bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the District's final determination regarding this ITB, directly or indirectly to any other Bidder or to any competitor;

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; and,

4. In the event the Bidder is a partnership or joint venture, each party thereto certifies the above.

[ITB Continues on Next Page]
III. ITB ATTACHMENTS, SPECIFICATIONS, SAMPLE CONTRACTS, AND FORMS

The following attachments, specifications, sample contracts and forms are part of this ITB and are herein incorporated by this reference.

A. **Attachment A:** Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.

B. **Attachment B:** Forms to be submitted with this ITB.

   1. Solicitation Form 1: Bid Submission Checklist
      (to be included on the front of any Bid)
   2. Solicitation Form 2: Bid Certification Form
   3. Solicitation Form 3: Bidders References (to be included following the Bidder's Bid)
   5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
      (only needed if subcontractors will be used)
      (only needed if sub-subcontractors will be used)
   7. Solicitation Form 7: Disclosure of Responsibility Statement
   8. Solicitation Form 8: Proposed Schedule of LMWBE Participation
   9. Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
   10. Solicitation Form 10 Joint-Venture Disclosure Statement
       (only need if a joint venture used)
       (included for Bidder's reference, not needed to submit Bid)
   12. Solicitation Form 12: Bid Submittal Form
   13. Solicitation Form 13: No Bid Statement Form

C. **Attachment C:** U.S. Dept. of Agriculture Certification Regarding Lobbying

D. **Attachment D:** Disclosure of Lobbying Activities Form

E. **Attachment E:** School Nutrition Cafeteria Directory

F. **Attachment F:** Value Pass Through (Net Off Invoice) Recipient Agency & Distributor Agreement

G. **Attachment G:** Sample Contract
Attachment A to ITB # 19-23
Commodity Processing – Beef (Annual Contract)

Goods and/or Services Requested, Format of Bids, Evaluation Criteria for Award, and Contract Requirements.

The project specifications listed in this section supersede any contradictory references made in the General Terms and Conditions section of this ITB.

1.0 General Intent.

The intent of these specifications is to solicit formal sealed bids for commodity processing beef for the School Nutrition Program at the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. The bidder MUST be approved by the State of Georgia Food Processing Program. The items submitted MUST be on the list of approved processors' end products. The processor MUST be able to make multiple deliveries of product throughout the school year. The amount of product delivered will be mutually agreed upon between Savannah Chatham County School Nutrition Program and the processor. 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 Background Information.

The successful bidder will be required to provide the products and services requested herein. This procurement will result in an annual service contract.

In the event that a bidder is offering another manufacturer and/or product number other than stated in the specifications, the bidder must provide complete technical information, specifications, manufacturer's name, product number and a complete list of deviations to the District for approval by the deadline for Requests for Material Substitution of Products, Services, or Contract Terms set forth above in Section V of the solicitation. 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.

3.0 Scope of Services Requested by this ITB.

- Beef, Pattie, fully cooked, seasoned, 1.8 oz, frozen, Manufacturer: Advance Pierre, MPC#375150, 200 ct package - Estimated quantities: 275 cases
- Beef, pattie, full cooked with beans, charmarks, 2 MMA, 3.5 oz, frozen, Manufacturer: Advance Pierre, MPC#69103, 110/3.5 lb package - Estimated quantities: 600 cases
- Beef, pattice, fully cooked, seasoned (80/20), contains applesauce, charmarks, sleeve packed, 1.5 MMA, 1.8 oz, frozen, Manufacturer: Advance Pierre, MPC#115541520, 180/1.8 oz package - Estimated quantities: 750 cases
- Beef, crumbles, fully cooked, Manufacturer: Advance Pierre, MPC#132061020, 4/10 lb package - Estimated quantities: 250 cases
- Beef, meatloaf, fully cooked, contains cheese, topped with ketchup, 2 MMA, 2.9 oz, frozen, Manufacturer: Advance Pierre, MPC#69190, 100 per package - Estimated quantities: 400 cases
- Beef meatballs, fully cooked with seasons, frozen, Manufacturer: Advance Pierre, MPC#1175050 - Estimated quantities: 250 cases
- Beef steak, seasoned, fully-cooked, frozen, Manufacturer JTM, MPC#5813CE, 6/5 lb package - Estimated quantities: 185 cases

ALL PRODUCTS PROVIDED MUST MEET THE FOLLOWING REQUIREMENTS IN ADDITION TO ANY OTHER REQUIREMENTS SET FORTH IN THE SAMPLE CONTRACT ATTACHED TO THIS SOLICITATION:

- All beef 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.
- Products not in compliance that are for the general student population will be deemed non-responsive.
- SCCPSS reserves the right to determine whether or not the distributor has complied with product specifications and to choose which product best suits district needs.
- 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 in good condition upon delivery.
- 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 representative 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 food products shall be kept in the proper state of frozen or refrigeration, for each item, at all times and shall be handed in accordance with the best commercial practices.
- All items shall meet the USDA Buy American Requirement.
- 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.
- Included in proposal submissions, Distributors will need to provide an electronic copy of product data sheets for all items bid. Data sheets should include, but are not limited to, manufacturer ingredient and nutrition fact panel, allergy information, pack sizes, instructions for preparation and serving, and child nutrition product specification sheet (if available). The distributor must notify SCCPSS whenever there is a change of sources.
- SCCPSS must be notified by the distributor of any ingredient or nutritional changes or preparation process changes within ten (10) days of distributor receiving this information from the manufacturer.
- Distributors must notify SCCPSS of any manufacturer's recalls regarding items under this contract. Upon notification of a recall, the distributor should contact SCCPSS via telephone and then follow up in writing within 24 hours. All products, lot numbers or any other pertinent information available must be given to the district representative in writing within 24 hours. Failure to comply with this requirement may be cause for termination of this contract.
- Random sampling and testing of products received may be performed. Should any item fail to meet specifications, quality or condition as sampled, SCCPSS shall require the distributor to remove any such item from every school and full credit shall be given to each program for the total amount of product removed.
• The information concerning the specifications, manufacturer's name, product code number, or pack size is based on the latest available information that SCCPSS has. If the information listed concerning the specifications, manufacturer, product code number, or pack size is incorrect, please note it on the item in question when quoting. SCCPSS may decide that the item needs to be re-bid if an error has occurred in the product specified.

4.0 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.

5.0 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. Specifications used are intended to be open and non-restrictive. The use of Brand names within this document should not be interpreted as the exclusive brand desired. Bids for products that have been pre-approved by the District as Equal or Equivalent identified in this solicitation will be accepted without further clarification. Bids for products with different brand names than those pre-approved by the District in this solicitation may be accepted after a request for material substitution is submitted to and approved by the District as set forth in Section V. Requests for Material Substitution of Products, Services, or Contract Terms above.

6.0 Samples.

Upon notification by the District, the apparent successful bidder shall provide, within three (3) days, samples as requested. Samples will be provided at the expense of the bidder. If the samples for any line item are unacceptable to the District, then the District, in its discretion, may reject the entire bid or the Bidder's bid for that line item on the grounds that it is non-responsive.

7.0 Pricing.

All unit prices quoted must include delivery to the schools and include all charges for fuel and distribution.

The awarded Bidder must provide Net Off Invoice (NOI) and Modified Fee for Services (MFFS) for USDA foods at a reasonable fee.

The Bidder must bring to SCCPSS' attention to 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.

Additional terms and conditions with respect to pricing are contained in the Sample Contract attached to this Solicitation.

8.0 USDA Commodity Warehousing & Delivery Fee for Service

Included in this Bid, the Bidder may bid on a contract to receive, store and deliver to each school site SCCPSS' USDA commodities. This service must be quoted as a fixed fee per case upon delivery to each site under separate invoice or separate subtotals with divided categories on a single invoice. The details of the service portion of this proposal are outlined in Sections 12 and 21 of the Sample Contract and Attachment C.

For USDA received and stored inventory, Distributor must provide a quantity on hand report by 10 a.m. on Friday of each delivery week. The quantity on hand report must list distributor item number, description, USDA code, quantity on hand amount, date received in to distributors inventory, expiration date, expiration
amount, and commercial equivalent if available. It is the sole responsibility of the Distributor to assure that
USDA items be shipped when available before the commercial equivalent bid item.

**Only items approved by SCCPSS’ School Nutrition Departments should be delivered to the schools.**

Additional terms and conditions with respect to pricing are contained in the Sample Contract attached to this
Solicitation.

9.0 Escalation/De-Escalation Clause.

All prices offered in response to this ITB shall be firm against any increase for (1) year from the effective date of
the contract. The District will only consider individual product price changes as part of the extension Contract
as provided in the Sample Contract attached to this solicitation.

10.0 Utilization Reports.

The awarded Bidder must provide a monthly usage report to the District that shows the totals purchased for each
food product. The District will also need a Site report for every school that shows the totals purchased for each
food product. The preferred file format for these reports is Microsoft Excel.

In order to meet manufacturer rebate deadlines, the District must receive reports via email or soft copy by the
15th of each month.

Distributor must provide usage reports by specific manufacturer, specific time frame and/or by school as
requested.


USDA value is an expense to the District and will be taken into consideration with Bidders’ Bids when
calculating the base value cost. The Georgia Department of Education has approved the Value Pass Through
(Net Off Invoice) system and the awarded Distributor must be capable of participating. Attachment G is a
sample agreement for review.


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


Bidders must be able to meet the following delivery requirements or they will be determined to be non-responsive
or non-responsible and not be eligible for award. A Bidder that cannot meet one of these delivery requirements
should either not participate in the solicitation or should seek a request for material substitution as set forth in
Section V. Requests for Material Substitution of Products, Services, or Contract Terms above.

13.1. The District will be submitting weekly food orders for all 50 delivery sites for approximately 40
weeks during the school year. Currently it is a District policy that no school receive an after-hours delivery.
The Contractor must submit a delivery schedule to the District within one week of award, noting the day
of the week that deliveries will be made to each school.

13.2. A list of schools, addresses and phone numbers was provided to Contractor through the solicitation
process giving rise to this Agreement and an updated list of schools, address, and phone numbers may
be provided to Contractor from time to time by the District or upon request by the Contractor. Deliveries shall be made as ordered by the District's central School Nutrition Program 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 a school's Cafeteria Manager. If delivery will be made on days other than as listed on the schedule, the Contractor must contact the District's central School Nutrition Program at least forty-eight (48) hours before scheduled delivery date to obtain approval for the delivery. If the delivery date is on a District holiday, the delivery shall be made on the next business day for the District following the holiday.

13.3. Time of delivery is a material term of this Agreement. If the Contractor cannot meet the required delivery date, the Contractor may be declared to be in breach of this Agreement by the District.

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

13.5. All deliveries made to District sites shall require inside delivery. The prices included in Schedule A of this Agreement must include any and all delivery charges. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

13.6. Due to safety concerns, managers and their staff are required to keep all outside doors locked at all times. Doors must not be propped open during deliveries.

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

13.8. The District reserves the right to require Contractor to reimburse the District for overtime payments made by the District to school employees due to late deliveries by Contractor.

13.9. If the goods and/or 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 completed by the specified delivery date, then 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 and/or services and charge vendor for the difference between the price listed in Schedule A and the cost of the substitute goods from the other vendor.

13.10. The number of delivery sites and delivery site addresses are subject to change due to the needs of the District.

14.0 Delivery Of Commodity Processed End Product.

It is the Bidder's responsibility to ensure that the manufacturer processing USDA commodity foods listed in Solicitation Form 12, Bid Submittal Form, has an approved processing agreement, an approved Summary End Product Data Schedule (SEPDS), and are approved for NOI with the Georgia School Nutrition Program (GSNP).

NOI Requirements:
• SCCPSS has a positive inventory “on the books” or “in the bank”
• Distributor must sell at a net price + distribution fee
• Fully Substitutable Commodities
• Identical Commodity/Commercial Products
• Processor sells to distributor at gross price
• Distributor sells product to any customer
• Sales Verification

The Processor is responsible to conduct the District’s Food Nutrition Services Department’s sales verification.

The District’s Food Nutrition Services Department will be responsible to confirm receipt of NOI product AND commodity value

The District takes title of product once the distributor delivers product.

Distributor invoices the District’s Food Nutrition Services Department the net price. The invoice must identify the gross case price and on a separate line the value of donated food(s) per case.

Distributor must have the technology in place to meet the reporting requirements of the processors for NOI commodity processed items, K12 Foodservice or Processor Link.

15.0 Minimum Order Clause.

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

The District 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 Bidder in terms of total dollar amount and/or volume. If mutual agreement cannot be reached as to the minimum order amount, the District reserves the right to find the Bidder non-responsive and to make the award to the next low bidder who is responsible and responsive or to resolicit for those items, whichever is deemed in the best interest of SCCPSS as determined by the Director of Purchasing. The decision of District shall be final and un-appealable.

16.0 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.

17.0 Hazard Analysis and Critical Control Point (HACCP) Requirements.

The District requires a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the District may require documentation verifying that the Bidder has an HACCP plan and documentation showing how it has implemented/followed an HACCP plan in the past. Failure to provide this information may be grounds for disqualifying the Bidder as non-responsive or not-responsible.

18.0 Performance Period.

This Agreement shall establish a contract to remain open for one (1) year from the Effective Date. The District reserves the right to renew this Agreement for two (2) additional one year terms, if recommended by the Director
of the School Nutrition Program and the Superintendent and approved by the District’s governing body, the elected School Board, to the extent such renewals are allowed by Georgia law.

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

19.0 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.


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 additional insureds under awarded bidder’s insurance policy for the duration of this contract.

20.0 Debarment and Suspension Verification.

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 submitting a Bid in response to this solicitation, 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.

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

21.0 Buy American Statement.

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

22.0 Preference to Supplies, Materials, And Agricultural Products Produced In Georgia.

Under O.C.G.A. § 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.

23.0 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 (666) 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.


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

25.0 Clean Air/Clean Water Statement (for bids over $100k).

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
26.0 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.

27.0 Record Retention and Access Clause.

The Bidder 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 Bidder shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Bidder 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 Bidder shall not impose a charge for audit or examination of the Bidder’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the District reserves the right to charge the Bidder for the cost of the audit and appropriate reimbursement. The District may offset or recoup any amounts owed to the District by Bidder against amounts the District may owe the Bidder. Evidence of criminal conduct will be turned over to the proper authorities.

28.0 Conflict of Interest.

As part of the solicitation process, the Contractor is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of District and the name of any District 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 District employees.

29.0 Lobbying Certification and Disclosure.


30.0 Pandemic Preparedness and Recovery.

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

31.0 USDA Federal Regulations.

Contractor must comply with the applicable USDA Federal Regulations for Child Nutrition Programs – 7 CFR and with the laws of the State of Georgia.
32.0 Labor Surplus Area Firms.

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

33.0 Minimum Bidder Qualifications.

To be considered a "responsible" Bidder, the Bidder shall meet the following minimum requirements, in addition to meeting any other requirements set forth in this ITB:

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

34.0 Evaluation Procedure and Procedure for Award.

By the Bid submission deadline, Bidders will submit their Bids in response to this ITB. Bids shall be formatted as described in Section 35.0, Manner of Preparation, Order of Required Forms and Documents, and Organization of Bids, and Submission of Fee Bids, and should be submitted with all of the forms and documents requested. Bids will initially be reviewed by the Purchasing Department to determine whether the Bids are "responsive" and the Bidders are "responsible" as described in the General Terms and Conditions of this ITB in light of the goods and/or services requested in this ITB as described more fully in this attachment "A." If any Bid is determined not to be "responsive," the Purchasing Department will inform the Bidder in writing that its Bid will not be considered on the basis that it is not "responsive." If any Bidder is determined by the Purchasing Department to not be "responsible," the Purchasing Department will inform the Bidder in writing that its Bid will not be considered on the grounds that the Bidder is not a "responsible" Bidder.

After the Purchasing Department completes its original review as to whether the Bids are "responsive" and the Bidders are "responsible," the Director of School Nutrition, and/or her designee, (collectively "the School Nutrition Department"), will further review the Bids to determine whether they are "responsive" and the Bidders are "responsible" because they may be able to evaluate the Bids and the Bidders based on food and/or service quality in a manner that the Purchasing Department is unable to do on its own. As explained in Section 6.0 above, the School Nutrition Department may request Samples to help determine whether Bids are "responsive" and Bidders are "responsible." Product quality, service issues and other factors stipulated in this solicitation must be met to the satisfaction of the Purchasing Department and the School Nutrition Department for a bid to be considered "responsive" and Bidder to be considered "responsible."

If any Bid is determined not to be "responsive" by the School Nutrition Department, then the Purchasing Department will also inform the Bidder in writing that its Bid will not be considered on the basis that it is not "responsive." If any Bidder is determined by the School Nutrition Department to not be "responsible," the Purchasing Department will inform the Bidder in writing that its Bid will not be considered on the grounds that the Bidder is not a "responsible" Bidder.

After completing its review to determine if Bids are "responsive" and Bidders are "responsible," the School Nutrition Department will evaluate the "responsive" Bids submitted by "responsible" Bidders and recommend an award or awards resulting from this solicitation for approval by the Superintendent, and/or her designee, and, ultimately, the District's governing body, the elected School Board. In evaluating the "responsive" Bids from "responsible" Bidders, the School Nutrition Department will recommend an award or awards that, in the School Nutrition Department's Opinion, provide the best overall solution to meet the District's needs and specifications. The District reserves the right to award a single contract for the total requirement of the ITB or
award multiple contracts on a group or line item basis in any combination that best serves the interest of the District.

This procurement process accounts for the fact that no single Bidder may be able to provide the District with all of the food products that it may require and for the fact that some Bidders may specialize in a particular type of food product and may be able to supply a better price or selection as to that type of food product than another provider. In addition to considering the price per line item, the District may also consider the administrative convenience associated with having a single vendor provide multiple products and the risks associated with having a single vendor provide all of the products.

No contract will be formed with any Bidder until approved by the District’s governing body, the elected School Board.

35.0 Manner of Preparation, Order of Required Forms and Documents, and Organization of Bids, and Submission of Fee Bids.

35.1 Manner of Preparation.

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 Bid. 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 ITB number and title, and date and time of Bid closing. **No additional information should be written on the outside of the envelope.** If Bid materials require additional envelopes, then all mailing articles must be combined together and marked as described above.

- Submitted with the Bid forms included in this ITB and the additional information requested in the order provided in Section 35.2 below.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each Bid constitutes an offer and may not be withdrawn except as provided herein.

35.2 Order of Required Forms and Documents.

For this solicitation, the Bid, forms, and requested documentation should be submitted to the Purchasing Department in the following order to facilitate Purchasing Department review. The total absence of any of these forms or documents will result in the Bid being declared to be “nonresponsive.”

1. Solicitation Form 1: Bid Submission Checklist  
   (to be included on the front of any Bid)
2. Solicitation Form 2: Bid Certification Form
3. Solicitation Form 3: Bidders References
5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91  
   (only needed if subcontractors will be used)
   (only needed if sub-subcontractors will be used)
7. Solicitation Form 7: Disclosure of Responsibility Statement
8. Solicitation Form 8: Proposed Schedule of LMWBE Participation
9. Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
10. Solicitation Form 10 Joint-Venture Disclosure Statement  
    (only need if a joint venture used)
12. Solicitation Form 12: Bid Submittal Form
13. Completed Attachment C: U.S. Dept. of Agriculture Certification Regarding Lobbying
14. Attachment D: Disclosure of Lobbying Activities Form
15. Attachment E: School Nutrition Cafeteria Directory
17. Bidder's Certificate of Insurance: Documents showing that Bidder has the minimum insurance requirements required by this solicitation.
18. A copy of the Bidder's Current Business License/Tax Certificate
19. Any State of Georgia licenses required to provide the goods and/or services requested by this RFP.
20. A copy of the Bidder's W-9, showing its Federal Tax Id. Number and Certification
21. The Product Data Sheets required by Section 3.0 of Attachment A for any items for which Bidder submits a bid

36.0 Terms of Contract.

For this solicitation, the District has attached a Sample Contract as Attachment G for the provision of the goods and/or services requested by this ITB. By submitting a Bid, the Bidder agrees that all of the terms of the Sample Contract are acceptable to the Bidder and agrees to enter a contract as a result of this solicitation substantially similar to the attached Sample Contract.

If any of the terms of the Sample Contract are not acceptable to the Bidder, then District requests that the Bidder provide a Request for Material Substitution before submitting its Bid asking to substitute different terms.

The District reserves the right to reject any Bid that does not contain the terms of the Sample Contract or contains other terms unacceptable to the District. The District reserves the right to decline to enter into a contract with any Bidder that refuses to enter into a contract substantially similar to the Sample Contract attached hereto. The District reserves the right to negotiate all terms of any contract proposed by a Bidder up until any point before the School Board awards a contract to a Bidder.

End of Attachment A
Forms to Follow
1. Solicitation Form 1: Bid Submission Checklist (to be included on the front of any Bid)
2. Solicitation Form 2: Bid Certification Form
3. Solicitation Form 3: Bidders References (to be included following the Bidder's Bid)
5. Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91 (only needed if subcontractors will be used)
6. Solicitation Form 6: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91 (only needed if sub-subcontractors will be used)
7. Solicitation Form 7: Disclosure of Responsibility Statement
8. Solicitation Form 8: Proposed Schedule of LMWBE Participation
9. Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE
10. Solicitation Form 10: Joint-Venture Disclosure Statement (only needed if a joint venture used)
11. Solicitation Form 11: LMWBE Monthly Report (included for Bidder's reference, not needed to submit Bid)
12. Solicitation Form 12: Bid Submittal Form
13. Solicitation Form 13: No Bid Statement Form
Bid Submission Checklist

Please include this Bid Submission Checklist on the front of your Bid and check which documents are included.

Solicitation Form 1: Bid Submission Checklist

Solicitation Form 2: Bid Certification Form

Solicitation Form 3: Bidders References

Solicitation Form 4: Contractor Affidavit Under O.C.G.A. § 13-10-91

Solicitation Form 5: Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(submit only if contractor may use subcontractors)

Solicitation Form 6: Sub-Subcontractor Affidavit Under O.C.G.A. § 13-10-91
(submit only if subcontractors may use sub-subcontractors)

Solicitation Form 7: Disclosure of Responsibility Statement

Solicitation Form 8: Proposed Schedule of LMWBE Participation

Solicitation Form 9: Documentation of Good Faith Efforts to Involve LMWBE

Solicitation Form 10: Joint-Venture Disclosure Statement
(submit only if Bidder is a joint venture)

Solicitation Form 12: Bid Submittal Form

Completed Attachment C: U.S Department of Agriculture Certification Regarding Lobbying

Attachment D: Disclosure of Lobbying Activities Form

Attachment E: School Nutrition Cafeteria Directory

Attachment F: Value Pass Through (Net Off Invoice) Recipient Agency & Distributor Agreement

Bidder's Certificate of Insurance: Documents showing that Bidder has or can obtain the minimum insurance required by this solicitation.

A copy of the Bidder's Current Business License/Tax Certificate

Any State of Georgia licenses required to provide the goods and/or services requested by this ITB.

A copy of the Bidder's W-9, showing its Federal Tax Id. Number and Certification

Additional Documents Submitted by Bidder in Support of its Bid.
If the Bidder does not wish to submit a Bid for this ITB but would wish to remain on the District's list of interested Bidders, please submit only Form 13 in an enveloped mark "No Response."

Solicitation Form 1
BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM
ITB #19-23 - SOLICITATION FORM 2

Bid Certification Form

Please complete this form and sign it in the presence of a notary:

A. 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, Bids or Statements of Qualifications are required to report ownership status.

- Local
- Woman
- Asian-American
- African-American
- Hispanic
- American Indian
- Majority
- Non-Local

B. How Did You Hear About This ITB? (This information is for statistical use only.)

- City of Savannah, Dept. of Economic Development
- The Herald Legal Ad
- Received Request by Mail
- The Savannah Tribune Legal Ad
- Visiting the Purchasing Office
- Savannah News Press Legal Ad

C. Bidder’s Certification.

This is to certify that I, on behalf of the undersigned Bidder, have read this ITB in its entirety (including all attachments) and agree to be bound by the provisions of the contained herein.

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) # ___ # ___ # ___ # ___ # ___ # ___

D. Notary:

Subscribed and sworn before me on
This the ___day of ____________________, 201___

______________________________
Notary public

My commission expires

Solicitation Form 2
REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

2. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

3. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

4. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

5. Company Name: 
   Contact Person: 
   Phone Number:  FAX Number: 
   E-Mail Address: 

Solicitation Form 3
Contractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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, if awarded a contract, 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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Contractor

Bid 19-23 Commodity Processing - Beef (Annual Contract).
Name of Project

The Board of Public Education for the City of Savannah and the County of Chatham.
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ___________________________, 201______ in ___________________________, and ___________________________, 201______ in ___________________________, and ___________________________, 201______ 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 PUBLIC

My Commission Expires
Subcontractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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, if awarded a contract, 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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

Name of Subcontractor

Bid 19-23 Commodity Processing - Beef (Annual Contract)

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 ________________ in ____________________________, and __________________________.

Date 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 Public

My commission expires

Solicitation Form 5
Sub-Subcontractor Affidavit Required by O.C.G.A. § 13-10-91(b)

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 ______________________ (prime contractor) and ______________________ (subcontractor) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period, if awarded a contract, 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 subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned sub-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 sub-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. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

Name of Sub-Subcontractor

Bid 19-23 Commodity Processing - Beef (Annual Contract)

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

_________________________ in ______________________, and ______________________

Date 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 Public

My commission expires

Solicitation 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.

3. List any convictions or civil judgments under state or federal law.

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 criminal actions, civil actions, or other lawsuits against the company in the past three (3) years, including lawsuits by current or former customers or clients.

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

__________________________
Date

__________________________
City

__________________________
State

Subscribed and sworn before me on
This the __________ day of ____________________,
201
city

__________________________________________
Notary Public

My commission expires

Solicitation Form 7
**ITB #19-23 - SOLICITATION FORM 8**

**Proposed Schedule of LMWBE Participation**

**NAME OF BIDDER:** ________________________________________________

**ITB #:** Bid 19-23  **PROJECT TITLE:** Food Schedule and Distribution Services

**TOTAL AMOUNT:** $ ______________________

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

Subscribed and sworn before me on
This the _________ day of ________________________ .
201 _____

____________________________

_Notary Public_

_My commission expires_

Solicitation Form 8
Good Faith Efforts Requirements

Bidders are required to submit with their Bid 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>Requirement</th>
<th>Option</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE’s of subcontracting opportunities.</td>
<td>Yes or No</td>
<td>If no, please explain:</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>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.</td>
<td>Yes or No</td>
<td></td>
</tr>
<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>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.</td>
<td>Yes or No</td>
<td>Please explain efforts:</td>
</tr>
</tbody>
</table>
**BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**  
**ITB #19-23 - SOLICITATION FORM 10**

**Partnership/Joint-venture Disclosure Statement**  
(only needed if Bidder is a joint venture)

**NAME OF BIDDER:** _______________________________  
**ITB #:** _19-23_

If the Bidder is a partnership or joint venture between multiple business entities, including but not limited to corporations or LLCs, please identify the partnership/joint venture entities and the level of work and financial participation to be provided by each partner/joint venture entity. If the Bidder is a partnership whose partners are all natural persons, it shall not be necessary for the Bidder to identify all individual partners in this form. However, Bidder is still required to provide a copy of the partnership agreement as requested in this ITB and may be asked to provide information on the identities, assets, and liabilities of the individual partners to ensure that the Bidder has the capacity to provide the goods and/or services requested by this ITB.

<table>
<thead>
<tr>
<th>Partnership/Joint Venture Entities</th>
<th>Level of Work</th>
<th>Financial Participation</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>
LMWBE Monthly Report
(sample of form that successful Bidder will be required to submit to the DISTRICT on a monthly basis)

NAME OF CONTRACTOR/CONSULTANT: ________________________________

ITB #: Bid 19-23 ______

PROJECT TITLE: Commodity Processing – Beef (Annual Contract)

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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</tr>
</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.

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.
## BID SUBMITTAL FORM

<table>
<thead>
<tr>
<th>Item</th>
<th>Manuf. Name /Equivalent/MPC#</th>
<th>Pack/size</th>
<th>Estimated Annual Qty (Cases)</th>
<th>Cost per case</th>
<th>Total cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Beef, Pattie, fully cooked, seasoned, 1.8 oz, frozen, 200 ct. package</td>
<td></td>
<td></td>
<td>275 cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Beef, pattie, fully cooked with beans, charmarks, 2 MMA, 3.5 oz, frozen, 110/3.5 lb package</td>
<td></td>
<td></td>
<td>600 cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Beef, pattie, fully cooked, seasoned (80/20), contains applesauce, charmarks, sleeve packed, 1.5 MMA, 1.8 oz, frozen, 180/1.8 oz package</td>
<td></td>
<td></td>
<td>750 cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Beef, crumbles, fully cooked, 4/10 lb package</td>
<td></td>
<td></td>
<td>250 cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Beef, meatloaf, fully cooked, contains cheese, topped with ketchup, 2 MMA, 2.9 oz, frozen, 100 per package</td>
<td></td>
<td></td>
<td>400 cases</td>
<td></td>
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<tr>
<td>6. Beef meatballs, fully cooked with seasons, frozen</td>
<td></td>
<td></td>
<td>250 cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Beef meatballs, fully cooked with seasons, frozen, 6/5 lb package</td>
<td></td>
<td></td>
<td>185 cases</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If changes to the forms are found during the evaluation process, the District will deem the bid response as "non-responsive" and it will not be accepted.

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: ____________________________
BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CATHAM
ITB #19-23 - SOLICITATION FORM 13

No Bid Statement Form

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 Bid.
☐ 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

______________________________________________________________
Signature/Title

______________________________________________________________
Company Name

______________________________________________________________
Telephone Number

Solicitation Form 13
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.)

1. Type of Federal Action:
   a. contract
   b. grant
   c. cooperative agreement
   d. loan
   e. loan guarantee
   f. loan insurance

2. Status of Federal Action:
   a. bid/offer/application
   b. initial award
   c. post-award

3. Report Type:
   a. initial filing
   b. material change

For Material Change Only:
   year __________ quarter __________
   date of last report __________

4. Name and Address of Reporting Entity:
   □ Prime  □ Subawardee
   Tier ______. if known:

Congressional District, if known: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable: ____________

8. Federal Action Number, if known:

9. Award Amount, if known:
   $

10. a. Name and Address of Lobbying Registrant
    (if individual, last name, first name, MI):

    b. Individuals Performing Services (including address if different from No. 10a)
    (last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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 LLL (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 filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. 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>Elementary School</th>
<th>Address</th>
<th>City</th>
<th>County</th>
</tr>
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<tbody>
<tr>
<td>Bartlett Middle</td>
<td>207 East Montgomery Cross Road</td>
<td>Savannah</td>
<td>GA 31406</td>
</tr>
<tr>
<td>Brock Elem</td>
<td>1804 Stratford</td>
<td>Savannah</td>
<td>GA 31401</td>
</tr>
<tr>
<td>Beach High</td>
<td>3001 Hopkins St</td>
<td>Savannah</td>
<td>GA 31405</td>
</tr>
<tr>
<td>Bloomingdale Elementary</td>
<td>101 E. Main St</td>
<td>Savannah</td>
<td>GA 31302</td>
</tr>
<tr>
<td>Butler Elem</td>
<td>1909 Cynthia St</td>
<td>Savannah</td>
<td>GA 31415</td>
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<tr>
<td>Coastal Middle</td>
<td>4595 US HWY 80 Rd.</td>
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<td>Derenne Middle</td>
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<td>East Broad Elem</td>
<td>400 E. Broad St</td>
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<td>GA 31401</td>
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<td>Ellis Elem 4054 (K-8)</td>
<td>200 E. 49th St</td>
<td>Savannah</td>
<td>GA 31405</td>
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<tr>
<td>Gadsden Elem</td>
<td>919 May St</td>
<td>Savannah</td>
<td>GA 31401</td>
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<td>Garden City Elem</td>
<td>4037 Kessler Ave</td>
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<td>GA 31408</td>
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<td>Garrison</td>
<td>649 W. Jones St</td>
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<td>Georgetown</td>
<td>1516 King George</td>
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<td>GA 31419</td>
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<td>2125 Benton Blvd</td>
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<td>Gould Elem</td>
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<td>Largo-Tibet Elem</td>
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<td>Low Elem</td>
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<td>Savannah</td>
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<td>GA 31410</td>
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<td>Mercer Middle</td>
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<td>Myers Middle</td>
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<tr>
<td>New Hampstead HS</td>
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<td>Savannah</td>
<td>GA 31302</td>
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<td>Oglethorpe Charter</td>
<td>7202 Central Ave</td>
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<td>Pooler Elem</td>
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<td>Pt. Wentworth ES</td>
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<tr>
<td>Savannah High and Early College</td>
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<tr>
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<td>Savannah</td>
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<td>HAVEN ELEM</td>
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<td>SOUTHWEST MID 6030 OGEECHEE RD</td>
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<td>HEARD ELEM</td>
<td>414 LEE BLVD</td>
<td>Andrea B. Williams 1150 Wheaton Street</td>
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<td>HESSE ELEM</td>
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<td>WEST CHATHAM MID 800 PINE BARREN RD</td>
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<td>HOWARD ELEM</td>
<td>115 WILMINGTON IS RD</td>
<td>WHITE BLUFF ELEM 9902 WHITE BLUFF RD</td>
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<tr>
<td>HUBERT MIDDLE</td>
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<td>WINDSOR ELM 414 BRIARCLIFF CIR</td>
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<td>WOODVILLE/TOMPKINS 151 COACH JOE TURNER DR</td>
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<tr>
<td>JENKINS HIGH 5060</td>
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<tr>
<td>JOHNSTON HIGH 0101</td>
<td>3012 SUNSET BLVD</td>
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<td></td>
</tr>
</tbody>
</table>

*Number of delivery sites and delivery site addresses are subject to change due to the needs of the district*
VALUE PASS THROUGH (NET OFF INVOICE)

RECIPIENT AGENCY & DISTRIBUTOR AGREEMENT BID 19-23

This agreement is for the 2018 – 2019 school year, between recipient agency, Savannah-Chatham County Public School System and ___________________________________________________________________. Both parties signing below acknowledge our mutual responsibilities.

The following responsibilities are required for this value pass through agreement.

1. Distributor will itemize or note the value of the commodity on each invoice. If distributor is unable to provide more than one line on their invoice, they will provide a summary report of pricing noting the gross price, discount and the value of the commodity.

2. Distributor will have the technology in place to meet the reporting requirements of the processor(s).

3. Distributor will provide RA with a summary of how they will handle sales verification, usage/velocity reports, and commodity tracking for audit requirements.

4. Distributor agrees to provide usage/velocity report on behalf of the RA to the designated processor(s) on a weekly basis.

5. Distributor agrees to provide the product(s) specified in the bid and will not substitute other brands.

6. Distributor agrees to slot all products agreed upon on a regular basis.

7. Distributor will provide deliveries according to the conditions set forth in Bid 19-23.

8. This agreement will be effective for the contract period set forth in the Bid 19-23.

9. Information provided to RA will be treated as proprietary and confidential.

10. If a Distributor shows serious lack of ability to maintain this agreement and the conditions set forth in Bid 19-23, another vendor will be chosen with an expedient transition as possible.

___________________________________________________________________________ Savannah Chatham School Nutrition Program

___________________________________________________________________________ Onetha Bonaparte, Director, SNP

___________________________________________________________________________ 912-395-5548 / 912-201-7662

___________________________________________________________________________ Phone Number / Fax Number

___________________________________________________________________________ onetha.bonaparte@sccpss.com

___________________________________________________________________________ 208 Bull Street, Room 309

___________________________________________________________________________ Savannah, GA 31401

___________________________________________________________________________