June 27, 2019

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 20-08 School Nutrition Program – Milk Products (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, July 30, 2019 at 11:00 AM** at which time they will be publicly opened and a list of Offerors registered. **Time is of the essence, and any Bid received after this deadline for submission, whether by mail or otherwise, will not be accepted.** Offerors 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 Offeror's bid not being considered by the SCCPSS.**

If you have any questions concerning this solicitation, please submit them in writing to **Joan Carter, Lead 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 an offeror 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"*
INVITATION TO BID (ITB): Bid 20-08
School Nutrition Program – Milk Products (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 is worth noting at the outset that this Invitation to Bid is a competitive sealed bidding process, but it is different from a traditional sealed bidding process where a single contract is awarded to the lowest, responsive, responsible bidder. Rather, this particular Invitation to Bid is called a “Line Item” Invitation to Bid, through which the District will provide a list of goods and/or services it desires to purchase. Offerors may bid on any number of the line items on the list. Offerors may bid on as few as one item or as many as all items.

The District may award all line items solicited to a single bidder, it may award each line item to a different bidder, it may award multiple line items to a single bidder and use a combination of bidders to fulfill all items, it may award a single line item to multiple bidders, and/or it may decide not to award some line items to any bidders, as determined by the District to be in its best interest.

This procurement process accounts for the fact that no single Offeror may be able to provide the District with all of the food products that it may require and for the fact that some Offerors may specialize in a particular type of food product, such as milk, 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.

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 “Offeror(s).” To be considered for an award of a contract under this ITB, Offerors should carefully read this solicitation document, which is called Invitation to Bid 20-08 School Nutrition Program - Milk Products (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 Offeror for this solicitation, including any persons affiliated with or in any way related to a prospective Offeror, 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 Offeror or Offerors and to prevent prospective Offerors 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 offerors 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 Offeror(s) selected for award are also permitted in communication with the Director of Purchasing or the Director of Purchasing's designee. 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 Offeror may result in the rejection of the Offeror’s response and disqualify the Offeror 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 www.scopss.com, and on the Georgia Procurement Registry (GPR) from June 27, 2019 until the deadline for submitting bids.

This Invitation to Bid (ITB) is also being advertised in the Savannah Morning News, the newspaper for legal notices in Chatham County, on the following dates:

Thursday, June 27, 2019, and
Thursday, July 11, 2019.

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

No pre-Bid conference is scheduled for this ITB.

Offerors 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.

Offerors 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” Offeror 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, July 30, 2019 at 11:00 AM

Time is of the essence, and any Bid received after this deadline for submission, whether by mail or otherwise, will not be accepted. Offerors 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 Offerors 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 Offerors or not all.
Offerors may withdraw bids at any time up to the scheduled time for receipt of bids. Offerors 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.

Offerors 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 past, 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.

An Offeror’s timely-filed, signed Bid shall be considered an offer on the part of the Offeror which may become a binding contract on the Offeror if accepted by the District at the conclusion of the Bid evaluation process. By submitting a Bid in response to this ITB, Offeror 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 Offeror 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 Offeror’s failure to perform, including legal action for damages or equitable relief, including specific performance, for the Offeror’s lack of required performance.

I. Non-Response by Prospective Offerors

If an Offeror 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.

If an Offeror’s Bid exceeds $100,000, then Offeror’s Bid must be accompanied by a Bid Bond made payable to the District in an amount not less than five percent (5%) of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry but shall be substantially in accordance with the Bid Security Form attached hereto.
L. Performance Bonds.

If an Offeror’s Bid exceeds $100,000 and the Offeror is the successful Offeror who is awarded a contract at the end of this solicitation, then the successful Offeror will be required to provide both a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the total Contract amount within 14 days receipt of the District’s Intent to Award and prior to execution of contract.

M. Offeror’s Essential Credentials and Business Structure to be considered a “Responsible Offeror.”

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

To be considered a “responsible” Offeror for the purpose of this ITB, an Offeror 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 an Offeror to provide additional information or documentation to demonstrate that it is a “responsible” Offeror. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Offeror to be not “responsible” for the purposes of this ITB.

To be considered a “responsible” Offeror, the Offeror’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” Offeror, the Offeror must attach to its Bid a copy of any and all business licenses needed for the Offeror 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 Offeror is a corporation, a copy of a current Annual Corporate Registration issued by the State in which the Offeror is incorporated is required to demonstrate that the Offeror is a “responsible” offeror.

While any lawful form of business may be a “responsible” Offeror, if the Offeror 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 Offeror’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 Offeror 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 Offeror’s business, including a partnership or joint venture, was not created for a legitimate business purpose, could impair the Offeror’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 Offeror and determine that it is not responsible.

If the Offeror 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 Offeror. 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 Offerors.

N. Insurance, Warranty, Indemnity and Other Requirements for “Responsible” Offerors.

To be considered a “responsible” Offeror, all Offerors 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.


To be considered a “responsible” Offeror, all Offerors 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” Offeror eligible for this ITB, the Offeror 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, Offerors 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 Offeror(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 Offerors, and to Waive Irregularities and Technicalities.

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, may cancel this ITB at any time before the District awards a contract to any Offeror(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 Chief Financial Officer, 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 Offerors 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 Offeror is a “responsive” or “responsible” Offeror. Non-exclusive example of such an amendment to this ITB may be the addition of an inadvertent omission from the 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 Offeror on the basis that the Bid is “nonresponsive” or the Offeror is “not responsible.”

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

An Offeror shall be deemed “not responsible” if the District determines that the Offeror 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 Offeror. The District reserves the right to request an Offeror to provide additional information in response to any concern that an Offeror may not be a “responsible” Offeror. Failure to provide the requested additional information, in itself, will be sufficient grounds for the District to declare the Offeror to be not “responsible” for the purposes of this ITB.

Offerors 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 Offeror is incorrect, the District may disqualify a Bid as “non-responsive.” If the District determines that an Offeror intentionally misrepresented information submitted in response to the ITB, the District may disqualify the Offeror 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 “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 Offeror. If such a sample contract is attached, then the Offeror is deemed to have agreed that all of the terms contained therein will be acceptable by submitting a Bid. If the Offeror wants to propose materially different terms, then the Offeror 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 Offerors to provide a proposed contract. The terms of that proposed contract will be evaluated as part of the selection process to determine whether the Offeror 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 an Offeror.

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 Offeror as such provisions are prohibited by District policy and state law. Conversely, there may be times when the District requires an Offeror to maintain certain levels of insurance, to honor certain warranties, or to provide indemnities to the District.

S. Consideration of Offeror Past Performance.

Successful Offerors 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 Offeror being disqualified on future ITBs or may result in the deduction of points from the Offeror on a future District solicitation, whether they are other invitations to bid or requests for qualifications and requests for proposals. Good performance may result in the Offeror 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 proprietary 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 Offerors from having an unfair advantage in future solicitations for the same goods or services.

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

If an Offeror 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 offeror 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 Offerors on the District's website. While the District will also make a good faith effort to mail or fax any addenda to all Offerors 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 an Offeror with individualized notice of an addenda will not provide an Offeror with grounds to protest the implementation of this ITB. Offerors 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 July 15, 2019. 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 Offerors 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 Offerors 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 an Offeror would like to propose another manufacturer, process, brand name, model number, etc. other than those stated in the specifications for this ITB, the offeror 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 Offeror. 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 Offeror but shall put the Offeror on notice to inquire of or identify the same from the District.

If the Offeror wishes to propose materially different terms than those requested by the District in Attachment “A” or in any Sample Contract, then Offeror 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 good 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 Offerors on the District’s website. While the District will also make a good faith effort to mail or fax any addenda to all Offerors 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 an Offeror with individualized notice of an addenda will not provide an Offeror with grounds to protest the implementation of this ITB. Offerors 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 July 15, 2019. 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 Offerors 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 Offerors if the deadline for submitting Bids is also extended.

W. Protests

Any actual Offeror or bona fide prospective Offeror 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 Offeror 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 Offeror 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 Offerors.

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 an Offeror 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 Offeror 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 Offeror. This written decision shall be final and conclusive.

X. Offerors 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 Offerors. In participating in part of this process, Offerors acknowledge that their costs in participating in this process are the costs of attempting to do business with the District.

All Offerors or potential Offerors, including unsuccessful Offerors or Offerors or potential offerors who file protests, agree that the District shall not be responsible for reimbursing the Offeror 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 Offeror 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 Offeror 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 Offeror or with any competitor;

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

3. No attempt has been made or will be made by the Offeror 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 Offeror 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: Offerors References (to be included following the Offeror’s Bid)
   (only needed if subcontractors will be used)
5. Solicitation Form 5: 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: LMWBE Good Faith Efforts Requirements
9. Solicitation Form 9: Local and MWBE Development Documentation
10. Solicitation Form 10 Partnership/Joint-Venture Disclosure Statement
    (only need if a joint venture used)
11. Solicitation Form 11: Bid Submittal Form
12. Solicitation Form 12: Bid Security Form
    (only needed if bid over $100,000).
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: Sample Contract
Attachment A to ITB # 20-08:
School Nutrition Program – Milk Products (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 Milk Products for the School Nutrition Program at the Savannah-Chatham County Public School System (SCCPSS) as detailed in the specifications in Attachment A. Any deviations from these specifications must be clearly noted by the bidder. Adequate information to allow the Board to evaluate those exceptions must be submitted with the bid. If bidding on other than specified, the bid must clearly identify those exceptions on bid submittal form.

2.0 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.

3.0 Scope of Services/Specifications Requested by this ITB.

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

The Board of Education/School Nutrition Program is seeking to identify and select one (1) vendor to provide the items as listed in the attached Milk Product list (Solicitation Form 11 – Bid Submittal Form). The selected vendor shall provide Milk Products in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.

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 may reject the bid for that line item on the grounds that it is non-responsive.

7.0 Pricing.

Base prices quoted are to remain firm for the entire period of the contract, except for Escalation or De-escalation. The Savannah-Chatham County School System will permit the cost of the milk to escalate/deescalate based on the percentage rate of increase or decrease of Class I Raw Milk Price Index, Federal Order Number 7, published by the US Department of Agriculture over the current price. The new price would become effective the following month. Notification of a price increase or decrease must be made to the School Nutrition Program two weeks before the effective date. Notification shall be made in writing and shall be documented with a Photostatted copy of the notice of raw milk price change from any milk co-op. Prices for all other products shall remain firm throughout the contract period.

All bid prices must include all charges for packing and transporting to the school listed at the address on the attached sheet, unloading, uncrating, setting in place, and removal of all debris.

Prices will not include Federal Excise Tax or State Sales Tax.

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

8.0 Terms of Payment & Invoicing.

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

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

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

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

- All invoices must be fully itemized, showing unit and extended cost as well as any discount associated with the item. Invoices must have an invoice number and date. Invoice numbers must not be duplicated during the same school year.

- The font on the invoice must be no smaller than 10 points for the invoice number, item name and total. Bolded print would be preferred for these items.

- If there is a shortage or error in goods received, as determined by the cafeteria manager after a driver has left, SCCPSS will give the distributor notice within two (2) business days that a correction will be made on the invoice.
• Signed invoices must be left with the cafeteria manager or designee and will be considered the official invoice for payment purposes. In the event a signed invoice is forgotten, SCCPSS may not make a payment until a signed invoice is received. If delivery is made during business hours, a signature must be obtained from the cafeteria manager or designee. SCCPSS SNP requires all deliveries be made beginning no earlier than 6:30 a.m. and completed by 2:00 p.m.

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

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

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

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

1. Purchase Order Number
2. Project Name – School Nutrition Program – Milk Products (Annual Contract)
3. Site Description
4. Description of Work
5. Bid Number (Bid 20-08)
6. 

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

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

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

9.0 Escalation/De-Escalation Clause.

The Savannah-Chatham County School System will permit the cost of the milk to escalate/deescalate based on the percentage rate of increase or decrease of Class I Raw Milk Price Index, Federal Order Number 7, published by the US Department of Agriculture over the current price. The new price would become effective the following month. Notification of a price increase or decrease must be made to the School Nutrition Program two weeks before the effective date. Notification shall be made in writing and shall be documented with a Photostatted copy of the notice of raw milk price change from any milk co-op. Prices for all other products shall remain firm throughout the contract period.

10.0 Utilization Reports.

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

Emergency Orders may be placed occasionally. The awarded Offeror is expected to make delivery within twenty-four (24) hours of notification. If the awarded Offeror 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.

12.0 Delivery Requirements.

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

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

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

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

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

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

13.0 Substitutions.

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

14.0 Minimum Order Clause.

Any minimum order requirements imposed by the Offeror 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 Offeror fails to honor orders placed by the District for the entire period of the contract, then the Offeror 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 Offeror 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 Offeror 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.

15.0 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 Offeror and the third party entity.

16.0 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 offeror 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 Offeror as non-responsive or not-responsible.

17.0 Performance Period.

This Agreement shall establish a contract to remain open for one 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.

18.0 Insurance Requirements.

The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the District and all of its elected school board members, administrators, officers, employees, agents, attorneys, heirs, successors, and assigns, are listed as additional named insureds on all insurance policies except for Contractor’s workers’ compensation and professional liability policies: The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

A. Commercial General Liability Insurance, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and
Completed Operations, and products liability/food borne illness claims, with combined single limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate.

B. Commercial Automobile Liability Insurance, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, $1,000,000 aggregate.

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

D. Umbrella Liability with a limit of not less than $1,000,000 per claim, $1,000,000 aggregate.

If any potential bidder believes that additional insurance coverages are needed to cover the goods and/or services requested by this solicitation, then the District respectfully requests that the bidder submit a request for clarification by the deadline set forth in Section U above.

19.0 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.

Offeror certifies that the Offeror 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.

20.0 Buy American Statement.

Offeror 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.

21.0 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.
22.0 USDA Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.


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).

24.0 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. Offeror 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.

25.0 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.
26.0 Record Retention and Access Clause.

The Offeror 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 Offeror 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 Offeror 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 Offeror shall not impose a charge for audit or examination of the Offeror’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the District reserves the right to charge the Offeror for the cost of the audit and appropriate reimbursement. The District may offset or recoup any amounts owed to the District by Offeror against amounts the District may owe the Offeror. Evidence of criminal conduct will be turned over to the proper authorities.

27.0 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.

28.0 Lobbying Certification and Disclosure.


29.0 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.

30.0 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.

31.0 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.

32.0 Minimum Bidder Qualifications.

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

A. The Offeror shall be established in the business of providing the requested commodity.
B. The Offeror shall have been in business for a minimum of five (5) years.
C. The Offeror 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 Offeror will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.

33.0 Evaluation Procedure and Procedure for Award.

By the Bid submission deadline, Offerors will submit their Bids in response to this ITB. Bids shall be formatted as described in Section 34.0, 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 Offerors 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 Offeror in writing that its Bid will not be considered on the basis that it is not “responsive.” If any Offeror is determined by the Purchasing Department to not be “responsible,” the Purchasing Department will inform the Offeror in writing that its Bid will not be considered on the grounds that the Offeror is not a “responsible” Offeror.

After the Purchasing Department completes its original review as to whether the Bids are “responsive” and the Offerors 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 Offerors are “responsible” because they may be able to evaluate the Bids and the Offerors 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 Offerors 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 Offeror 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 Offeror in writing that its Bid will not be considered on the basis that it is not “responsive.” If any Offeror is determined by the School Nutrition Department to not be “responsible,” the Purchasing Department will inform the Offeror in writing that its Bid will not be considered on the grounds that the Offeror is not a “responsible” Offeror.

After completing its review of the “responsive” Bids submitted by “responsible” Offerors, the School Nutrition Department will recommend 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. No contract will be formed with any Offeror until approved by the District’s governing body, the elected School Board.

The District may award all line items solicited to a single bidder, it may award each line item to a different bidder, it may award multiple line items to a combination of bidders, it may award a single line item to multiple bidders, and/or it may decide not to award some line items to any bidders, as determined by the District to be in its best interest.

This procurement process accounts for the fact that no single Offeror may be able to provide the District with all of the food products that it may require and for the fact that some Offerors may specialize in a particular type of food product, such as milk, 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.

34.0 Manner of Preparation, Order of Required Forms and Documents, and Organization of Bids, and Submission of Fee Bids.
34.1 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 34.2 below.

Offerors 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.

34.2 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: Offerors 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: Local and MWBE Good Faith Efforts Requirements
9. Solicitation Form 9: Local and MWBE Development Documentation
10. Solicitation Form 10: Partnership/Joint-Venture Disclosure Statement (only need if a joint venture used)
11. Solicitation Form 11: Bid Submittal Form
12. Solicitation Form 12: Bid Security (Bond) (only if bid over $100,000)
13. 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
16. Offeror’s Certificate of Insurance: Documents showing that Offeror has the minimum insurance requirements required by this solicitation.
17. A copy of the Offeror’s Current Business License/Tax Certificate
18. Any State of Georgia licenses required to provide the goods and/or services requested by this RFP.
19. A copy of the Offeror’s W-9, showing its Federal Tax Id. Number and Certification

35.0 Terms of Contract.

For this solicitation, the District has attached a Sample Contract as Attachment F for the provision of the goods and/or services requested by this ITB. By submitting a Bid, the Offeror agrees that all of the terms of the Sample Contract are acceptable to the Offeror 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 Offeror, then District requests
that the Offeror 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 Offeror 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 an Offeror up until any point before the School Board awards a contract to an Offeror.

End of Attachment A
Forms to Follow
SOLICITATION FORMS

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: Offerors References (to be included following the Offeror'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: Local and MWBE Good Faith Efforts Requirements

9. Solicitation Form 9: Local and MWBE Development Documentation

10. Solicitation Form 10: Partnership/Joint-Venture Disclosure Statement
    (only need if a joint venture used)

11. Solicitation Form 11: Bid Submittal Form

12. Solicitation Form 12: Bid Security Form
    (only needed if bid over $100,000).

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: Offerors 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: Local and MWBE Good Faith Efforts Requirements
- Solicitation Form 9: Local and MWBE Development Documentation
- Solicitation Form 10: Partnership/Joint-Venture Disclosure Statement (submit only if Offeror is a joint venture)
- Solicitation Form 11: Bid Submittal Form
- Solicitation Form 12: Bid Security (Bond) Form (only if bid over $100,000)
- Attachment C: U.S. Dept. of Agriculture Certification Regarding Lobbying
- Attachment D: Disclosure of Lobbying Activities Form
- Offeror’s Certificate of Insurance: Documents showing that Offeror has or can obtain the minimum insurance required by this solicitation.
- A copy of the Offeror’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 Offeror’s W-9, showing its Federal Tax Id. Number and Certification

If the Offeror does not wish to submit a Bid for this ITB but would wish to remain on the District’s list of interested Offerors, please submit only Form 13 in an enveloped mark “No Response.”

Solicitation Form 1
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
- African-American
- Majority
- Woman
- Hispanic
- Non-Local
- Asian-American
- American Indian

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

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

C. Offeror's Certification.

This is to certify that I, on behalf of the undersigned Offeror, 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

______________________________

D. NOTARY:

Subscribed and sworn before me on

This the ____ day of _______________________, 20______

______________________________

Notary public

______________________________

My commission expires

Solicitation Form 2

BID #20-08 School Nutrition Program - Milk Products (Annual Contract) | Page 27
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: ____________________________________________________________
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>
</table>

Name of Contractor

Bid 20-08 School Nutrition Program - Milk Products (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 ________________,

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 4
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>
<tbody>
<tr>
<td>Name of Subcontractor</td>
<td></td>
</tr>
</tbody>
</table>

**Bid 20-08 School Nutrition Program - Milk Products (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
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>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Sub-Subcontractor

Bid 20-08 School Nutrition Program - Milk Products (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
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

__________________________________________     Company Name

Name of Individual Title & Authority

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

__________________________________________

Signature

__________________________________________

Date in ______________________________________, and

City State

Subscribed and sworn before me on
This the __________ day of ______________________, 20______

____________________________

Notary Public

____________________________

My commission expires

Solicitation Form 7
### Local and MWBE 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>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.</td>
<td></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></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></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>Please explain efforts:</td>
<td></td>
</tr>
</tbody>
</table>
**LOCAL AND MWBE DEVELOPMENT DOCUMENTATION**

Enter below documentation of efforts made by the Offeror to enlist the participation of Local and/or MWBE as subcontractors or partners. **Bidder is not required to select any firm listed.**

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Person &amp; Date Contacted</th>
<th>Telephone # &amp; Email Address</th>
<th>Type of Services</th>
<th>Method of Communication</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note:** Please provide additional copies of this form if necessary, numbering each

_________________________  ___________________________  _________________  _______
Company                         Name, Title                        Authorized Signature   Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ______________________, 20__

_________________________________________  Notary Public, My Commission

Expires: ______________________

*Include attachments to this form only as deemed necessary. Any attachments to this form must be marked clearly on each page with the words, “Attachment to Form 9.”*
**Partnership/Joint-Venture Disclosure Statement**

(only needed if Offeror is a joint venture)

NAME OF OFFEROR: ____________________________ ITB #: _20-08_

If the Offeror 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 Offeror is a partnership whose partners are all natural persons, it shall not be necessary for the Offeror to identify all individual partners in this form. However, Offeror 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 Offeror 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>
<tr>
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<td></td>
</tr>
</tbody>
</table>
# BID SUBMITTAL FORM

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Ounce/Portion Preferred</th>
<th>Vendor Ounce/Portion Adjustment</th>
<th>Servings/Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Skim, Plain</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. 1%, Plain</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. 1%, Vanilla</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. 1%, Strawberry</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. 1%, Chocolate</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. 1%, Lactose Free</td>
<td>Half Pint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. 1%, Plain</td>
<td>Gallon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Skim, Plain</td>
<td>Gallon</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: ____________________________
NOTE TO CONTRACTOR: Use of Surety’s standard Bid Bond form is acceptable as long as it substantially complies with the following form.

KNOW ALL BY THESE PRESENTS, That we, (Insert Contractor’s Legal Name and Address) as Bidder, hereinafter called the Principal, and (Insert Legal Name and Address of Surety), a corporation duly organized under the laws of the State of (Insert State of Corporate Organization), as Surety, are held and firmly bound unto:

DISTRICT: __________________________________________
Attention: __________________________________________
Phone Number: _______________________________________
Facsimile Number: ____________________________________

as Obligee, hereinafter called the Obligee in the sum of __________________________ (Not less than five percent of the Bid) Dollars ($_________________________ ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for: Bid 20-08 School Nutrition Program – Milk Products (Annual Contract)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and (1) the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and the Principal shall execute the Contract and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, and the Principal shall pay to the Obligee the difference not to exceed the difference hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid; then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ______ Day of __________________ 201__

Name of Contractor ___________________________________________

__________________________________________

By: [Insert Name of Contractor’s Principal] (Seal)

Title: _____________________________________________

Name of Surety: ________________________________________

__________________________________________

By: [Insert Name of Surety’s Agent] (Seal)(*)

Title: _____________________________________________

(*) Attach Power of Attorney

Sworn to and subscribed before me this _______ day of ____________________ 201_.

__________________________________________

Notary Public

My Commission expires this _______ day of ____________________ 201_.

Solicitation Form 12
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 needs 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
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.
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
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: ______________________

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 may be placed by the person whose 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 Reproduction
Standard Form LLL (Rev. 7-9)

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*Number of delivery sites and delivery site addresses are subject to change due to the needs of the district*