



The Board of Public Education
208 Bull Street, Savannah, Georgia, 31401 912/201-5600

Ladies and Gentlemen:

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting bids for **School Nutrition Program- Food (Annual Contract)**. All bids should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Bids will be accepted prior to **08/14/2014 02:00:00 PM** at which time they will be publicly opened and examined. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development Information (LMWBE) document found in this packet marked "No Bid". All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Wednesday, 08/06/2014 at 10:00:00 AM in Room 306, SCCPSS Central Office Bldg., 208 Bull Street, Savannah, GA, 31401.

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

All bids must be submitted in duplicate in the enclosed special envelope. If bid materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the bid results, enclose a self-addressed stamped envelope and a bid tabulation will be returned to you.

Please include in the bid package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

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

Sincerely,

Sabrina Scales
Purchasing Director

INVITATION TO BID #15-01

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed bids for **School Nutrition Program- Food (Annual Contract)** as specified in this Invitation to Bid (ITB). The successful bidder(s) (hereinafter referred to as "the bidder") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Bid

A. Pricing

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

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

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

B. Shipping, Delivery, Terms of Payment & Invoicing

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

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

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

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

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

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

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

All invoices should be mailed to:

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

Terms of payment will be 2% 10th Net 40 Days.

C. General Specifications/Scope of Work

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

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

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

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

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

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

D. Discontinuation of Equipment

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

E. Submittal of Objections

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

F. ITB Interpretations/Addenda

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

Savannah-Chatham Board of Public Education
Attn.: Margaret Disher, CPPB
Lead Buyer
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912) 201-7648

Any interpretation of documents shall be made by addendum to the ITB. Copy of such addenda will be mailed or faxed to each bidder receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, 08/07/2014 03:00:00 PM. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact bidder for pickup of any addenda prior to the **close of business on 08/08/2014 05:00:00 PM**.

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

G. Failure to Bid

If a bid is not to be submitted but the bidder wishes to remain on the Board's list of bidders, the bidder should complete and return the Certification and LMWBE Information document found in this packet marked "No Bid".

H. Errors in Bids

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

I. Standards of Acceptance of Bid Proposal for Contract Award

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

J. Compliance With Laws

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

K. Indemnity Provisions

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

provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

L. Cancellation/Default of Contract

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

M. Certification of Independent Price Determination

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

1. The pricing structure in this bid proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;
2. The pricing structure which has been quoted in this bid proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

It is Board policy to improve opportunities for Local and/or Minority/Women Business enterprises (LMWBE) to participate competitively in bids/proposals for materials and supplies, and professional services.

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

O. "Responsive" Bidder Criteria

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

P. Qualification of Bidder

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

Q. Bid Clarification

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

R. Compliance with Specification/Terms and Conditions

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

S. Award of Contract

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

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

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

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

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

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

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

T. Vendor Performance

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

U. Signed Bid Considered Offer

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

II. Bid Submittal Instructions

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

A. Completion of Certification Form and LMWBE Program Information Form

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

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

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

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

4. Complete all pertinent documents within Attachment "C".

B. Completion of Bid Submittal Form

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

C. Bid Preparation and Submittal

All bids shall be:

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

* Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

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

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited on time and at the place specified on the first page of this ITB. Late bids will be returned unopened to the bidder.

* Bids submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.

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

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

III. Special Terms and Conditions

The bidder agrees that the Board shall have the right to place purchase orders referencing 15-01 for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or on an item by item basis, whichever in the best interest of the Board.

A. Pricing

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

OR

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

B. Performance Bonds

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

C. Samples/Demonstrations

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

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

D. Warranty

The Bidder shall guarantee the products to be free of defects of material and/or workmanship for a period of at least 0 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION**

FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM

ITB # 15-01

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

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

This _____ day of _____, 20 _____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No. e-Verify No.

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

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



Local and/or Minority/Woman Business Enterprise Development Information

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

OFFEROR: _____ Bid # _____

Please check ownership status as applicable:

___ Local ___ Woman

___ African American ___ Hispanic

___ Majority ___ Non-Local

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 201____

_____ Notary Public; My Commission Expires: _____

HOW DID YOU HEAR ABOUT THIS ITB?

(This information is for statistical use only.)

___ City of Savannah, Department of Economic Development ___ The Herald Legal Ad

___ Received Request for Qualifications by Mail ___ Savannah News Press Legal Ad

___ The Savannah Tribune Legal Ad ___ Visiting the Purchasing Office

___ Other _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_ in _____(city), and ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

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

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

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

Signature

State of _____

County of _____

Subscribed and sworn to before me on this ____ day of ____ 20____ by representing him/herself to be of the company named herein.

BID SUBMITTAL FORM

ITB #15-01

	<i>Category:</i>	<i>Total:</i>
A.	Dairy	
B.	Canned Meat	
C.	Frozen Meats and Entrees	
D.	Vegetables	
E.	Fruit	
F..	Grains	
G.	Breakfast	
H.	A La Carte	
I.	Miscellaneous	
	TOTAL BID:	

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 the work in accordance with the contract documents and specifications.
4. I will deliver and complete installation as outlined in the specification documents.

Firm submitting bid:

Title of individual submitting bid:

Name of individual submitting bid:

Address:

City:_State:_Zip:

Telephone Number: Fax:

Email Address:

Service Center Address:

City/State/Zip:

Customer Service Telephone Number:

AFTER HOURS/EMERGENCY CONTRACT REPRESENTATIVE:

Name/Title:

Phone Number:

PAYMENT TERMS: 2%10/NET 40 ACCEPTED: /YES /NO

ATTACHMENT "A"

SPECIFICATIONS

ITB #15-01

School Nutrition Program- Food (Annual Contract)

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

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

"CONE OF SILENCE" REQUIREMENTS:

From the issue date of this Invitation for Bid until completion of the entire solicitation process and announcement of award notification, all supplier communication must be authorized by the Purchasing Department including but not limited to communications with school system employees and/or contractor agents related to this Invitation for Bid. Violations of this provision will result in rejection of the Bidder's response.

1.0 GENERAL INTENT:

The purpose of this solicitation is to establish specifications and solicit bids for an annual contract for various food products required by the Savannah-Chatham County Public School System, herein after referred to as the "District" for its School Nutrition Program.

2.0 AUTHORITY:

Each party warrants that such party has full power and authority to enter into and to perform under a contract (if awarded) as a result of this solicitation. The person signing on behalf of each party represents that such person is duly authorized to enter into a contract on behalf of such party.

3.0 COMPLIANCE WITH LAWS:

Bidder shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. Bidder shall agree that in the performance of the contract, they will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular.

4.0 PERFORMANCE PERIOD:

This bid will establish an annual contract, with the initial term of the contract to be in effect from October 1, 2014 through June 30th 2015, with the option to renew for three (3) additional one year terms, with the

mutual consent of both parties. The unit prices stated in bid response will remain firm for the initial contract period. All unit prices will be negotiated within 30 days of the expiration of each contract term and will remain firm for the term of the contract. The District will not honor or consider any price increases, fuel surcharges or add-on cost during the established performance period except at the sole discretion of the District.

5.0 ACCEPTANCE PERIOD:

A one-hundred twenty (120) day period from bid opening date is generally allowed to review and evaluate all responses. The District attempts to complete all procurement processes prior to the end of a one-hundred twenty (120) day period.

6.0 TRANSITION PERIOD:

Bidder shall agree to maintain the same terms and pricing of this agreement for a period of ninety (90) days after the stated period of performance, if necessary, as a transition period. If Bidder is not the successful bidder on the subsequent solicitation, Bidder shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

7.0 INQUIRIES:

Interested bidders may contact the District to get clarification of the bid proposal. All inquiries must be received no later than August 7, 2014. All questions will be directed "in writing" to the attention of Mrs. Margaret Disher, CPPB, Lead Buyer, Savannah-Chatham County Public School System, 208 Bull Street, Room 213, Savannah, Georgia, 31401 or by fax to (912) 201-7648. EMAIL INQUIRIES WILL NOT BE ACCEPTED. No employee of the District is authorized to interpret any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the written document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to each bidder by written addendum. No questions will be answered by phone.

8.0 MINIMUM QUALIFICATIONS:

- A. The Bidder must be bonded, registered and licensed within the State of Georgia.
- B. The Bidder will submit a minimum of three (3) references, preferably from municipal or government agencies located within the State of Georgia, that the Contractor has provided services to in the past five (5) years that are similar to or the same as that requested herein. References shall include the name of the K-12 organization, the size of the School System, the name of a current contract representative, and fax number.
- C. The Bidder must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, expertise and professionalism.
- D. The Bidder will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.
- E. The Bidder must demonstrate its financial stability by providing to the District (**upon written request only**) with a copy of their most recent Audited Financial Statement.
- F. The Bidder must demonstrate its ability to comply with all licensing, insurance, and registration requirements.

9.0 SUBMITTALS & ATTACHMENTS:

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

- A. References-Preferably of K-12 School Systems of similar size or municipal facilities with similar requirements, preferably located within the State of Georgia.
- B. Disclosure of Responsibility Statement.
- C. Contractor Affidavit
- D. Certificate of Insurance (Limits shown on Attachment B; Successful Contractor will list the District as a Certificate Holder)
- E. Copy of 2014 Business License/Tax Certificate.
- F. State of Georgia License (As applicable).
- G. Copy of Manufacturer Data Sheets/Specifications.
- H. Completed W-9 form.
- I. Contractor's Affidavit (E-Verify).
- J. Lobbying Certificate
- K. Other:

10.0 COMMODITY CATEGORIES:

The commodities to be provided under a resulting contract fall under the following categories:

- A. Dairy
- B. Canned Meats
- C. Frozen Meats & Entrees
- D. Vegetables
- E. Fruit
- F. Grains
- G. Breakfast
- H. A LA Carte
- I. Miscellaneous

11.0 CONTRACT FOOD LIST:

A copy of the contract food list, and the items contained within each of the categories referenced above is attached hereto in a pdf file as Schedule "A"). Please Note: The requirements stated on the food list are mandatory. Items bid and accepted by the District will be the exact products provided under a resulting contract. A summary of the bid form for the food list and instructions for its completion are as follows:

Column 1: This column identifies the School Nutrition Inventory Order Number. (Internal).

Column 2: Bidder shall identify in this column their Stock/Product number.

Column 3: This Column identifies a brief description of the commodity/item being requested.

Column 4: This Column identifies the nutritional requirement for each item.

Column 5: This Column identifies acceptable brands.

Column 6: Bidder shall identify the manufacturer code in this column.

Column 7: This Column identifies the current unit packaging for each item. If Bidder is proposing a change in unit packaging, the estimated usage will be adjusted. Adjustments must be made on the Bid Submittal Form and extended accordingly.

Column 8: This Column is for the Bidder to state the unit prices for each item in accordance with the unit of measure identified in Column 7. (pounds, case, etc.)

Column 9: This Column identifies the Estimated Quantities for a one (1) year period. All quantities are the District's best estimate for a one-year school period and are not guaranteed. The District will absolutely not honor any minimum order requirements and/or minimum order quantities for a specific item.

Column 10: This Column will be used for the extended total for each item. Note: The Total for each Food Category will be stated on the bid submittal sheet (page 15 of this solicitation package). Sales tax shall be included in prices where applicable.

Schedule "A": Food Bid List **Please note: Bidders must not make any alterations to the attached spreadsheets. If changes to the forms have been found during the evaluation process, the District will deem the bid response as "non-responsive and it will not be accepted."**

12.0 MATHEMATICAL CALCULATIONS:

Any mathematical calculation of prices for the preparation of the contract shall be treated as follows:

All decimals shall be carried to four places (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down.

If the unit price is less than a case the following methodology shall be utilized when converting to invoice price. The contract unit price shall be multiplied by the number of units in a case and rounded to the nearest whole cent. Adjustments will be made in bottom line based on the results of the up-front check of calculations.

13.0 BRAND IDENTIFICATION:

Schedule "A" is a qualified product specification and contract list. Bidder must provide the specific name brand items requested unless the specifications specifies brand or equal. When "Distributors Choice" is used in an approved brand column, Bidder may offer any brand. The brand on which the price is offered must be stated in the documents and cannot be changed during the effective period of the contract without permission of the School District. When a "Private label" is used in the approved brand column, the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart (Brand Matrix) must be provided by Bidder. The District's School Nutrition Program Director reserves the right to disapprove a top grade item if it does not meet the quality standards for the School Nutrition Program. Failure to indicate brand proposed shall be considered grounds for rejection of bid. Bidder will be given the opportunity to provide this information. Information shall be provided within 24 hours of request.

14.0 EXPIRATION DATES:

Bidder will indicate all products with expiration dates in their bid submittal. If no indication is given, there will be no obligation to use product by any given time.

15.0 NO ORDER GUARANTEES:

There is no obligation by the District and no guarantee that a Bidder will receive an order as a result of this solicitation. Any/all costs incurred by the Bidder in the preparation of bid submittal is the sole responsibility of the Bidder. Expenses incurred by the Bidder will not be reimbursed by the Savannah Chatham County Public School System School Nutrition Program or become a reason for an placing order(s) with the Bidder.

16.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia State Law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a County must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such an individual. Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

17.0 BUSINESS LICENSE/TAX CERTIFICATE:

Bidder's shall submit to the District a current Chatham County, City of Savannah, or other Municipal license, unless otherwise specified.

18.0 TAXES:

Nothing in these Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.

19.0 INSURANCE REQUIREMENTS:

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

20.0 LITIGATION HISTORY:

Bidder is required to provide details of any federal, state or local government regulatory investigations, findings, actions or complaints that the company and/or any organization affiliated with the firm has received within the past three(3) years. This includes lawsuits filled by current or former clients or customers within the past three(3) years. If the issue has been resolved, Bidder shall state the corrective action taken.

21.0 AWARD OF CONTRACT:

If awarded, consideration will be given to any previous performance for the District as to the quality of service and merchandise, product warranties, and with regard to the Bidders ability to perform, if awarded the bid. The District reserves the right to accept the bid, which in its best judgement, best serves the interests of the District without regard to the same being the lowest bid, which may or may not include the award of multiple contracts. This is an annual food supply contract.

22.0 SCOPE OF SERVICE REQUIREMENTS:

The successful Bidder, herein after referred to as "Contractor" will be required to comply with the following Scope of Service requirements for the duration of the contract.

23.0 SUBSTITUTIONS:

Contractor offering, substituting and/or delivering a brand which is not pre-approved may be a reason for termination and/or non-renewal of contract. The School Nutrition Program Director will consider the volume of the item concerned. The District's decision as to the acceptance of any item being offered as a substitute is considered final. Contractor is required to indicate all individual identification code numbers

on each invoice. Identification code numbers for individual products will be assigned by the School Nutrition Program and shall remain unchanged for the contract duration.

24.0 IMPORTED PRODUCTS:

Products which are canned or packed within the United States are preferred by the District. This applies to "Private Labels" as well as other labels. Exceptions to this rule are pineapple, oranges, mango, guava and/or any other exotic fruit that yields the amounts of Vitamin A and/or Vitamin C necessary to obtain nutrients required to meet the standards set by the School Meals Initiative (SMI). This list includes tuna and olives.

25.0 ORIGINAL FOOD PRODUCT LABELS & SPECIFICATION SHEETS:

The District's School Nutrition Program will not accept any convenience items that contain TRANS FAT!

An original product label for every food item listed on this contract will be required. The food product labels will be used by parents to determine if any ingredients listed may cause food allergies. When new food items are requested and/or added, the successful bidder must provide an original food product label. A food specification sheet is required for every food item listed on this contract. The nutrition information for food products must include the following information:

Calories

Saturated Fat (grams)

Sodium (mg)

Protein (grams)

Vitamin C (mg)

Iron (mg)

Total Fat (grams)

Cholesterol (mg)

Fiber (grams)

Vitamin A (RE or IU)

Calcium (mg)

Trans Fat (grams)

Nutrition fact labels will identify "percent daily value" information for vitamins A and C, calcium and iron.

26.0 FROZEN ITEMS:

At the time frozen products are delivered to the school(s), the product temperature shall be -10 F to -20 F. Frozen products shall be delivered in properly refrigerated trucks to maintain a constant product temperature. All Delivery trucks will be clean and will comply with all Hazard Analysis Critical Control Point (HACCP) requirements.

27.0 SAMPLES:

The District, may request at any time, a random sampling of food items for quality inspection and specification compliance during the contract term.

28.0 STANDARD PRODUCT CONDITIONS:

All products provided under this contract will conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not be limited to, weights, measures, fill of containers, drained weights and contamination. All products provided under a contract resulting from this solicitation will conform to standard guarantee requirements with respect to safety, and the successful Contractor by

his signature on this solicitation and any resulting contract document, agrees to hold the District harmless in the event of product failure.

29.0 GUARANTEE:

Where a grade (Fancy, A, Choice, etc.) has been indicated in a specification, that grade will be marked clearly on the label to insure quality. If the individual packages or cases do not indicate a grade, the Contractor will submit to the Central Office of the District's School Nutrition Program, for approval, the method used to guarantee the quality of said product.

30.0 PLANT INSPECTION:

The District reserves the right to conduct an inspection of Contractor's premises and trucks during the bid evaluation period and at any time during the term of a resulting contract.

31.0 SUBMITTAL REQUIREMENTS:

Contractor is required to provide to the District, upon request prior to contract award and upon request at any time during the term of a resulting contract, a copy of the following:

- A. A Sample of each product proposed on the current food list (if it is not the brand specified).
- B. A Nutrition Facts Label for each product.
- C. A product specification sheet for each item listed in the contract document. The product specification sheets must be maintained by Contractor, grouped according to the contract specifications categories (example: fruit section, etc).
- D. A List of products with prices and extensions.
- E. Current Certifications and Collusion Statements from Bidder (completed and signed).

32.0 QUANTITIES:

- A. The quantities indicated on the bid product list are based on historical data and are accurate to the best of the District's ability. All quantities stated are annual estimates that are provided for information purposes only. Actual quantities purchased of each item may vary. **THE DISTRICT WILL ABSOLUTELY NOT HONOR ANY MINIMUM ORDER QUANTITIES.**
- B. The commodity estimates stated are for a one year contract period. It shall be understood by all parties concerned that any contract established as a result of this solicitation does not and will not obligate the School Nutrition Program to order or to receive any quantity in excess of actual requirements. The quantities shown are estimates only.
- C. The School Nutrition Program may require that specific contract items be placed in inventory. Within ten days of the notification of contract award of the contract, the successful Contractor will identify those items to be placed in inventory for the District's School Nutrition Program and an agreement shall be made that determines the specific items that will be placed in inventory. Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead time of two to four weeks in advance of usage. The District will furnish Menus and ordering schedules will be furnished to the Contractor.
- D. **The School Nutrition Program receives products from USDA. The products and amounts of these products are often not known. The timing of receipt is often not known ahead. WHEN THESE USDA PRODUCTS ARE RECEIVED, THEY WILL BE PLACED ON THE MENU. THE Contractor ACKNOWLEDGES THAT ADJUSTMENTS IN QUANTITIES AND ITEMS PURCHASED WILL BE MADE AND THAT THE DISTRICT WILL NOT BE OBLIGATED TO**

ORDER AND/OR TO PURCHASE SUCH ITEMS WHEN USDA FOODS ARE AVAILABLE TO THE DISTRICT TO REDUCE FOOD COST.

- E. Contractor is required to deliver ALL items awarded, as well as items which may be added during the contract term. Any questions concerning Contractor's capability to comply with contract specifications or to deliver a substitution item must be submitted in writing to the Director of the School Nutrition Program at least two weeks in advance for acceptance and/or to allow adequate time to place an order with an alternate source.

33.0 ORDER PLACEMENT:

- A. The School Nutrition Program Managers will place orders weekly on Friday. Individual school orders will be placed with the School Nutrition Program Coordinators. The School Nutrition Program Coordinators will compile a copy of all orders on the following Wednesday. Delivery to all school sites will begin the next Monday.
- B. In extreme situations such as a freezer outage, "Emergency" orders will be phoned to the successful Bidder by the Central Office for the School Nutrition Program however these orders will be followed up with written confirmation either via e-mail or fax. No orders can be placed by the school nutrition managers directly with Bidder. No pick-ups directly from Bidder will be permitted without verbal authorization from the Central Office of the School Nutrition Program.
- C. Contractor is required to deliver the quantities needed to each of the schools, no matter what the size of the order is, large or small. However, it shall be noted that the Office of the School Nutrition Program will monitor the dollar value of a single order.

34.0 RESIDUAL INVENTORY:

Due to the nature of this contract, Contractor may be required to stock items not normally maintained in inventory. Should Contractor not secure the contract items for the next contract period, the School Nutrition Program will purchase items designated as "special purchase" items. "Special Purchases" will be limited to a thirty (30) day supply as determined by the School Nutrition Program Director. The School Nutrition Program must be provided with monthly inventory draw down reports of items deemed as "special" to the contract list of food items, and will start eight months in advance of the date of contract expiration. This report shall indicate receipts and draw-downs to arrive at the projected end quantities. The inventory report must include only undamaged and currently dated items and any items that are not in inventory as a result of an unusually large order being placed subsequent to the renewal and/or award of a new contract.

35.0 ADDITIONAL ITEMS:

The ordering of additional items that are not contained on the Contract List will be held to a minimum, but may be necessary at times during the contract period. When time permits, advance notice and coordination of a 4 week period will be provided.

36.0 DELIVERY SCHEDULE REQUIREMENTS:

- A. Contract prices quoted on the current fee schedule will be valid for deliveries to all 52 production site schools, plus any charter, Montessori, and Woodville-Tompkins Career Academy. All sites require weekly deliveries. Some school sites may require twice weekly deliveries. An agreed upon delivery schedule for each site will be developed. A current list of all schools, their addresses and the School Nutrition Program Managers' names for each site will be provided to the Contractor prior to the first delivery. A delivery schedule will be provided by the Contractor to

the District before the first delivery. A current School Calendar and ordering schedule will be provided to the Contractor with each contract renewal.

- B. Deliveries will be made between 7:00 AM and 10:00 AM & 1:00 PM and 2:00 PM. All deliveries must be made and unloaded by 2:00 P.M. There will be absolutely no deliveries between the hours of 10:00 AM and 1:00 PM. If a scheduled delivery day falls on a District holiday, deliveries will occur on the next work day.
- C. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen). Drivers or helpers will not be required to store merchandise on shelves.
- D. Drivers and helpers will request the authorized school receiver, or the designated representative, to verify the accuracy of the quantities of each item, brand and code numbers of each item, and the condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variation from the norm, (i.e. shortages, damages, etc), shall be noted on each ticket by the school receiver and initialed by both the truck driver and school receiver. Contractor will not be required to issue credits for errors that are not detected at the time of delivery, except for hidden or undiscovered damages. The District may refuse any item at the time of delivery if the quality of the product is questionable which includes an expired date labeled on the container.
- E. Special or intermediate deliveries shall be required only if Contractor fails to deliver a product on a regularly scheduled delivery.

37.0 DELIVERY RECEIPT REQUIREMENTS:

All Deliveries shall be completed within 5-7 (five to seven) days after receipt of an authorized order from the District. All orders shall be delivered to the address as shown on each individual order. Contractor shipping or delivering items to the issuance of an authorized order do so at their own risk and the District shall not be held liable.

38.0 PENALTIES FOR LATE DELIVERIES:

After the School Nutrition Program has paid employees overtime on three (3) occasions due to late deliveries, Contractor will reimburse or deduct from invoice the School Nutrition Program at the rate of 1 and 1/2 of the hourly rate plus fringe benefits. If Contractor is unable to deliver an approved product, the School Nutrition Program Director will purchase a product of equal or greater quality from another source. The difference between price paid and contract price will be charged to the Contractor and deducted from any outstanding invoices. If a meal component item, necessary for reimbursement, is not supplied, an amount equal to the uncollected reimbursement will be collected from Contractor or deducted from any outstanding invoices.

39.0 ASSIGNMENT OF CONTRACT:

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

40.0 LIQUIDATED DAMAGES:

The District will reduce the Contractor's invoice in the amount of **\$100.00/ PER DAY** for sub-standard service that does not comply with the Scope of Service Work requirements. Accordingly, the District will also reduce the Contractor's invoice for failure to provide the services as specified. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

41.0 PERSONNEL QUALIFICATIONS:

The personnel used in conjunction with the resulting contract shall be fully trained and qualified to perform

the work. Contractor personnel who will have the responsibility for providing services under the resulting contract shall be authorized by the Contractor to perform the type of services described herein.

42.0 DAMAGE:

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

43.0 SUPERVISION:

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

44.0 PERSONNEL:

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

- A. The qualifications of any "new employee" providing services under a resulting contract must be submitted (in writing) to the District prior to entering District property to provide services. Contractor will submit (up request) a list of all employees, including back-up personnel, that are will be providing services under a resulting contract.
- B. All employees of the Contractor will wear a recognizable uniform. No hats will be worn inside the building. All Delivery personnel must carry a picture ID that is issued by the State of Georgia. Delivery personnel will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on Board property is prohibited by State law.
- D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any personnel that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond (as applicable).
- E. The Contractor or employees of the Contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.
- G. Possession of firearms will not be tolerated on Board property; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation.
- H. No person who has a firearm in their vehicle will be permitted to park on District property. Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the District shall be terminated.

45.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:

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

46.0 COMPLIANCE WITH LAWS:

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

47.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:

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

48.0 CONTROLLING LAW AND VENUE:

The contract which will be issued upon award, shall be construed un the laws of the State of Georgia, and venue arising out of this agreement will be conducted in Chatham County, Georgia, regardless of the place of execution or performance. Contractor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce contract.

49.0 BILLING:

Invoices for purchases made by school cafeterias are paid by the Savannah-Chatham County School District's Accounting Office. In order to facilitate the proper handling of all invoices, Bidder will adhere to the following billing instructions.

All items on delivery tickets MUST be billed in accordance with the description of item quoted on the current contract food schedule and identity the School Nutrition Program computer code number. Unit prices for all items will be recorded and all invoices will be accurately extended. Bidder will issue delivery tickets and credit memos in triplicate and all three (3) copies must be signed by qualified SNP Official.

Two (2) copies (Original and one (1) carbon copy) will be left with site manager at time of delivery.

One (1) copy will be returned to Contractor.

All cancellations or merchandise returns must be recorded by Driver on all THREE (3) COPIES of delivery tickets, or "pick-up"/return tickets.

50.0 INVOICES:

Contractor agrees to reference the following on all shipping documents and invoices:

Purchase Order Number
SNP Number
Stock Number (as applicable)
Item Number/Description/Nomenclature
Quantity Ordered

Packaging
Unit Cost
Extended Cost
Quantity Shipped
Site Destination
Delivery Date
Order Number (as applicable)
Signed Delivery Receipt/Receiving Copy

No back-orders will be accepted. Contractor will not invoice until one shipment has been made for all items on an order. The District's payment terms are 2%/10, Net 40.

All invoices should be mailed to:

Savannah-Chatham Co. District of Education
Attn: ACCOUNTS PAYABLE
208 Bull St., Room 119
Savannah, GA 31401

51.0 STATEMENTS:

Delivery and/or Billing Statements will not be mailed to individual schools. All statements will be mailed to:

Savannah-Chatham County Public School System
Attention: School Nutrition Program
Accounting, Room 119
208 Bull Street
Savannah, Georgia 31401

Monthly statements will be prepared by each school. The Office of School Nutrition Program will pay invoices on a monthly basis upon the receipt of completed and correct invoices and all required support documentation. No invoice will be paid until all goods are received. If incomplete orders are delivered, each shipment must be invoiced separately.

52.0 SPECIAL CONDITIONS:

The District reserves the right to cancel any contract if and when services are determined to be unsatisfactory. The District Purchasing Department and School Nutrition Director shall be the sole judge in this matter.

53.0 REQUIRED FORMS:

The Federal government requires certain forms to be completed by companies doing business with the School Nutrition Program. The "Certification regarding Debarment" form and the "Proposal Signature and Certification" concerning collusion are forms that are required to be submitted with the contract package.

54.0 REPORTS:

Contractor must provide timely price lists. In addition, Contractor must maintain and provide perpetual utilization reports by line item, selling price, and school delivery site. A list of items for which "Cool Schools" points and/or other "Incentives" that will be used to distribute to schools will be given to the Contractor. A usage report of these items per school is requested in October and again in February of each school year.

55.0 PROPRIETARY INFORMATION:

If Contractor submits any document related to a resulting contract that is considered to be proprietary in nature or is considered to be a trade secret, Contractor must notify the District that the document(s) is included in the contract. The District will honor the request unless or until a Competitor or other party asks to have access to the information. In such case, the District will notify Contractor, that a request has been made. If Contractor can produce a court issued restraining order within ten (10) calendar days subsequent to the notification, the information will remain confidential and will not be released pending subsequent court action. If the restraining order is not received within the ten (10) working day period, the information will be released and the District shall not be held liable.

56.0 DISCLAIMER:

Employees or representatives of the District act exclusively as agents for the administration of any contract resulting from this solicitation and are not liable individually or congregate for any performance or nonperformance as may be relative to a resulting contractual arrangement. In case of default by the Contractor, the District, after due notice (oral or written), may procure the necessary products from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of Contractor from the pre-qualified bidders list.

57.0 LINES OF COMMUNICATION:

As far as practical, all communications between the School Nutrition Program Director and Bidder shall be in writing. Both parties will designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by the Director of the School Nutrition Program and a named high level company official of the Contractor.

58.0 RECORD RETENTION:

Bidder must retain in an accessible manner, all records, particularly delivery invoices, price records, packer and freight invoices, utilization data and other pertinent information as may be relative to this contract for a period of six years after final payment and contract close-out. The District, its authorized agents and/or Federal/State representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

59.0 COMPLAINT REPORT:

A "Complaint Report" will be used by the School Nutrition Program Managers to record deficiencies in service, product, containers, etc. Contractor will be notified (in writing) of all legitimate complaints by the Savannah-Chatham County Purchasing Department. If Bidder is unable within a time period of 30 days to correct a deficiency that has been filed by a majority of the School Nutrition Program Managers, corrective action in the best interest of the District will be taken.

60.0 STANDARD CONTRACT CONDITIONS:

- A. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Georgia. Contractors providing service under the Contract herewith, assures the District that they are conforming to the provisions of the Civil Rights Act of 1964, as amended and Contractor is in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

- B. Contractor will comply with applicable Federal, State and Local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Contractor's performance of work under a resulting contract, Contractor will agree not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
- C. Contractor will retain all books, records, and other documents relative to this agreement for six (6) years after final payment. The District, its authorized agents, and/or State and Federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- D. Contractor will comply with mandatory standards and policies relating to energy efficiency as outlined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 408 of the Clean Water Act (33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (OMB Circular A-102).
- E. Contractor will certify that a resulting contract is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a contract for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
- F. Debarment and suspension verification: Contractor certifies that the Contract and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the SFA or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 4. Contractor will immediately notify the School Food Authority if the Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

61.0 LOBBYING CERTIFICATION AND DISCLOSURE:

Lobbying Certificate: In accordance with CFR 7.3018 (for bids over \$100,000) A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

62.0 COPYRIGHTS AND PATENTS: (48 CFR-Chapter 1-Subchapter H-Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement).

The Contractor shall report to the SFA, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement

63.0 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:

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

64.0 ENERGY POLICY AND CONSERVATION ACT STATEMENT:

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

65.0 CLEAN AIR/ CLEAN WATER STATEMENT:

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

66.0 CIVIL RIGHTS STATEMENT:

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

67.0 RECORD RETENTION AND ACCESS CLAUSE:

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

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Savannah Chatham County School System reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Contractor will certify that collusive contracting is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

68.0 PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS:

Any employee or any official of the Savannah-Chatham County Public School System, elective or appointive, who takes receives or offers to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, contracting for, or in open market seeking to make sales to the Savannah-Chatham County Public School Systems Officials shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and or federal laws.

69.0 FISCAL FUNDING:

If the effective dates of a resulting contract extends beyond June 30th of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of Federal and/or State

funds. In the event of the discontinuance or a decrease in Federal and/or State funds, the School Nutrition Program reserves the right to change the item identifications, decrease the quantities and/or delete items to maintain the program's financial integrity.

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

70.0 TERMINATION OF CONTRACT:

The District may terminate a resulting contract, if the Contractor fails to perform at the level specified in the contract document. Contractor may terminate this contract if the District fails to meet the specified payment terms. Each party shall follow the procedure outlined below if a contract is to be terminated:

Step 1 - Issue warning letter and outline violations and length of time to correct the problems.

Step 2 - Issue letter of Intent to Cancel Contract, if problem is not resolved by a given date.

Step 3 - Issue letter to cancel contract.

Settlement terms will include payment for all services and products delivered satisfactorily, but may not include payment for documented inferior service or product.

71.0 TERMINATION FOR CAUSE/CONVENIENCE:

The District reserves the right to terminate a resulting agreement, or any part hereof, for cause or its sole convenience. In the event of such termination, the Contractor will immediately stop all work thereunder. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies due as a result of the cancellation of this agreement. If it is determined that the District improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

72.0 TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if Contractor violates any of the covenants, agreements or stipulations of a resulting contract, the District shall thereupon have the right to terminate for cause the contract by giving written notice to Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the District, all finished or unfinished services, reports or other materials prepared by the Contractor shall, at the option of the District, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by Contractor and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from Contractor is determined.

73.0 TERMINATION OF CONTRACT FOR CONVENIENCE:

The District may terminate the contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or

furnished by the Contractor under a resulting contract shall, at the option of the District, become its property. If the contract is terminated by the District as provided therein, Contractor will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials Contractor covered by the contract, less payments of compensation previously made.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

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

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

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

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

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

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

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 of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - 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.
4. Women Business Enterprise - WBE - 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 School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

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

Gail Delaney
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: gdelaney@savannahga.gov

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	SUBCONTRACT VALUE
			\$
			\$
			\$
			\$
			\$
			\$

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % \$ _____

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

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

Signature: _____

Title: _____

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

Date: _____

Signature: _____

Title: _____

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

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

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
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.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

ATTACHMENT C - EXHIBIT #3

JOINT-VENTURE DISCLOSURE STATEMENT

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

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

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

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

Date: Signature: _____ Title: _____

Notes:

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

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM. LMWBE FORM 4 BID #15-01

Food Bid SY 2014-2015

Breakfast

SNP Item #	Bidder Product #	Description	Specs	Approved Brands	Manufacturer Code	Pack Size	Unit Cost	Estimated Annual Usage	Total
C70075		Muffin, Apple (Whole Grain)	Zero grams of trans fat. IW. Whole Grain Rich. 1 muffin to equal 1 oz. equivalent grain. 96 Ct.	Cool Mufin		96/1.8oz		1050	
C70076		Muffin, Blueberry (Whole Grain)	Zero grams of trans fat. IW. Whole Grain Rich. 1 muffin to equal 1 oz. equivalent grain. 96 ct.	Cool Mufin		96/1.8oz		1200	
C70077		Muffin, Banana (Whole Grain)	Zero grams of trans fat. IW. Whole Grain Rich. 1 muffin to equal 1 oz. equivalent grain. 96 ct.	Cool Mufin		96/1.8oz		1050	
C70078		Muffin, Cinnamin (Whole Grain)	Zero grams of trans fat. IW. Whole Grain Rich. 1 muffin to equal 1 oz. equivalent grain. 96 ct.	Cool Mufin		96/1.8oz		50	
L70031		Cereal, Frosted Flakes (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 Ct.	Kelloggs		96/1oz		950	
L70032		Cereal, Coco Puffs (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 Ct.	General Mills		96/1oz		650	
L70033		Cereal, Cinnamin Toast Crunch (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 Ct.	General Mills		96/1oz		1000	
L70038		Gripz Crackers	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 package to equal 1 oz. equivalent grain. 150 CT.	Keebler		3.01E+09		850	
L70040		Cereal, Apple Jacks (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 CT.	kelloggs		96/1oz		875	
L70047		Cereal, Raisin Bran (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 CT.	kelloggs		96/1.25oz		100	

Food Bid SY 2014-2015

Breakfast

L70051		Cereal, Froot Loops (Bowl)	Zero grams of trans fat. Whole Grain Rich. Reduced sugar. 1 oz. bowl to equal 1 oz. equivalent grain. 96 CT.	kelloggs		96/1oz		750	
L70070		Chocolate Chip Oatmeal Bar	Zero grams of trans fat. IW, whole grain rich, 1 bar to equal 2 oz equivalent grain. 144 Ct.	Betty Crocker		144/1.24oz		1000	
L70203		Peanut Butter & Jelly Bar	Zero grams of trans fat. IW. Whole Grain Rich. 1 bar to equal 1 oz. meat/meat alternate and 1 oz. equivalent grain. 160 Ct.	Advance Pierre		160/2.2oz		1500	
L70313		Oatmeal, Quick Cooking	Zero grams of trans fat. Rolled oats. Quick cooking.	Quaker		12/42oz		75	
L70342		Appleways Cereal Bar	Zero grams of trans fat. IW. Whole grain rich. 1 bar to equal 2 oz. equivalent grain. 216 Bars per Case.	Appleways		160/2.4oz		625	
L70347		Poptart, Strawberry	Zero grams of trans fat. IW. Whole grain rich. 1 bar to equal 1 oz. equivalent grain. 120 Ct.	Kelloggs		120/1.76oz		800	
L70060		Strawberry Cereal Bar	Zero grams of trans fat. IW. Whole grain rich. 1 bar to equal 1 oz. equivalent grain.	Bake-crafters		150/1.5oz		100	
L70350		Nutrigrain Bar, Blueberry	Zero grams of trans fat. IW. Whole grain rich. 1 bar to equal 1 oz. equivalent grain. 96 Ct.	Kelloggs		6/16/1.55 oz		100	
N70073		MiniCinnis	Zero grams of trans fat. IW. Whole grain rich. 1 bar to equal 2 oz. equivalent grain. 72 Ct.	Pillsbury		72/2.29oz		2750	
N70120		Sweet Potato Cinnamon Roll	Zero grams of trans fat. Heat and serve ovenable pouch. Whole Grain Rich. Reduced sugar. 1 package to equal 2 oz. equivalent grain. 36 Ct.	Hadley Farms		36/2.7oz		3000	

Food Bid SY 2014-2015

Breakfast

N70196		Pancake Pup	Trans Fat Free. Whole grain rich. 1 stick to equal 1 oz. meat/meat alternate and 1.25 oz. equivalent grain. 48 Servings per Case.	State Fair		48/2.85oz		4000	
N70217		Pizza, Breakfast	IW. Zero grams of trans fat. Whole grain rich. 1 pizza to equal 1 oz. meat/meat alternate and 1.75 ozs equivalent grain. 128 Ct.	Tony's		100/3.2x5"		2000	
N70218		Breakfast Pizza, IW	Zero grams of trans fat. Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1 oz. meat/meat alternate and 1.5 oz. equivalent grain. 80 Ct.	Tony's		8/16/3.31 oz		600	
N70311		Frudel, Apple	Heat and serve ovenable pouch. Whole Grain Rich. 1 package to equal 2 oz. equivalent grain. 72 Ct.	Pillsbury		72/2.29oz		200	
N70345		Slider, Chicken IW	Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1.6 oz. meat/meat alternate and 1.2 oz. equivalent grain. 90 Ct.	Grand Strand Sandwich Co		90/2.8oz		400	
N70346		Slider, Sausage IW	Zero grams of trans fat. Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1.15 oz. meat/meat alternate and 1.2 oz. equivalent grain. 90 Ct.	Grand Strand Sandwich Co		90/2.8oz		400	
K70378		Bread, Wild Berry Forest	Zero grams of trans fat. IW. Whole grain rich. 1 package to equal 2 oz. equivalent grain. 70 Ct./2.8 oz.	Super Bakery		70/3.4oz		540	
T70379		Goldfish, Cinnamon Giant	Zero grams of trans fat. IW. Whole grain rich. 1 package to equal 1 oz. equivalent grain.	Campbell's		300/.9oz		1000	

Food Bid SY 2014-2015

Breakfast

New		Scone, Apple Cinnamon	Frozen. Whole grain rich. Raw. Pre-portioned "puck". Trans Fat Free. 1 puck to equal 2 oz equivalent grain.	Fat Cat Scones		96/3oz		200	
New		Scone, Pumpkin Spice	Frozen. Whole grain rich. Raw. Pre-portioned "puck". Trans Fat Free. 1 puck to equal 2 oz. equivalent grain.	Fat Cat Scones		96/3oz		200	
New		Pancake and Chicken Sausage	Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1 oz. meat/meat alternate and 2 oz. Equivalent grain.	Peach Valley		96/3.15oz		300	
New		Steak Biscuit	Zero grams of trans fat. Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1 oz. meat/meat alternate and 2 oz. equivalent grain.	Peach Valley		72/3.65oz		300	
New		Chicken Sausage Plain Waffle Star	Zero grams of trans fat. Heat and Serve ovenable pouch. Whole grain rich. 1 package to equal 1 oz. meat/meat alternate and 1 oz. equivalent grain.	Peach Valley		72/2.3oz		400	
New		Snack'n Waffles, Maple	Zero grams of trans fat. Heat and serve ovenable pouch. Whole Grain Rich. Reduced sugar. 1 package to equal 2 oz. equivalent grain. 36 Ct.	Smuckers		72/2.4oz		500	
New		Rockin'ola, Chocolate	Zero grams of trans fat. IW. Whole grain rich. 1 package to equal 1 oz. equivalent grain.	Rockin'ola		250/1.1oz		200	
New		Bagel	Zero grams of trans fat. IW. Sliced. Whole grain rich. 1 bagel to equal 2 oz. equivalent grain.	Bake Crafters or equivalent		84/1.9oz		500	