



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, Smallwares Equipment SY 2013-2014**. 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 **07/25/2013 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.**

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 Ronald Roper 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 #ITB 14-08

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, Smallwares Equipment SY 2013-2014** 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.: Ronald Roper
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 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, 07/08/2013 02:00:00 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 07/12/2013 04:00:00 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 show it is not in a position to perform the contract.

J. Compliance With Laws

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

K. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. 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 ITB 14-08 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 12 months from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the bid documents. If, during the warranty period, such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Board.

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION**

FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM

ITB # ITB 14-08

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.

ATTACHMENT "A"

SPECIFICATIONS

ITB #ITB 14-08

School Nutrition Program, Smallwares Equipment
SY 2013-2014

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.

19

Revised 5/10/2013

SAVANNAH CHATHAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)

SMALL WARES BID SPECIFICATIONS SY 2013-2014

TYPE OF CONTRACT

Bottom line, all or none, fixed price Bid estimation for entire contract period. All prices will be held for the entire bid period. The School Nutrition Program reserves the right to add new products at the market price with price verification from the vendor during the bid period. The School Nutrition Program reserves the right to delete item(s) based on price within a 30 day advance notice.

CONTRACT TERM

The initial term of the contract shall be date of contract award through August 30, 2014, with the option to renew for an additional three (3) year period, in one (1) year increments, with the written agreement of both parties. The District reserves the right to re-negotiate contract prices due to market changes and for reasons that are in the best interest of the District. At no time will there be changes in the level of service.

TRANSITION PERIOD

Due to the nature of our purchasing process, often times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The successful vendor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed one hundred twenty (120) days, if necessary, as a transition period. In addition, if the current provider is not the successful offeror, he or she shall agree to provide the same level of services for a period not to exceed one hundred twenty (120) days, allowing for an orderly transition.

CONFIDENTIAL INFORMATION

The offeror acknowledges that it and its agents may be given access to confidential information. Vendor will not disclose any information relating to the confidential information without prior approval from the district.

RIGHT OF NON/COMMITMENT OR REJECTION

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

DISCLOSURES

By signing its Proposal, a Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

By signing its Proposal, a Offeror affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this RFP.

INDEMNITY/HOLD HARMLESS

Successful offeror shall, at all times, fully indemnify, hold harmless, and defend SCCPSS and its officers, members, agents, and employees from an against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Offeror and its employees, or because of any act or omission, neglect or misconduct of the Offeror, its employees and agents or its Sub-Vendors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting SCCPSS, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

Successful offeror shall likewise be liable for the cost, fees and expenses incurred in SCCPSS' or the offerors defense of any such claims, actions, or suits.

Successful offeror shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

PROPRIETARY INFORMATION

Any information submitted to the School Food and Nutrition Program may be subject to public disclosure.

DISCLAIMER

Employees or representatives of the school district act exclusively as agents for the administration of this contract and are not liable individually or congregate for any performance or non-performance as may be relative to this arrangement.

BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of school district officials, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

PRODUCT LINE

It must be clearly evident to school district officials that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

CAPACITY

A bidder must clearly demonstrate to school district officials that he has the capacity, physically and financially, to supply items to the school district in economical quantities as required.

RELIABILITY

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

ACCOUNTING PRACTICES

A successful bidder must clearly demonstrate to school district officials his capability to provide accurate, reliable and timely reports, in terms of invoices, statements, and credit and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic reviews of prices by school district officials.

LINES OF COMMUNICATION

As far as practical, all communications between the School Nutrition Program Director and supplier shall be in writing via the purchasing department designee. Each shall designate a representative to deal with day-to-day logistical matters of the program. The SNP Procurement Technician will be the person to handle the School Nutrition day to day logistical matters. Matters of policy are to be dealt with by the Director of The School Nutrition Program and the Director of Purchasing.

RECORDS RETENTION

The Vendor 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 five years after the final audit.

BILLING AND INVOICES

All items on delivery tickets MUST be billed according to description of item quoted on the bid and using the Nutrition Program computer code number. Unit prices for all items shall be recorded and invoices shall be accurately extended. The awardees' must issue delivery tickets and credit memos in triplicate and all three (3) copies must be signed by qualified purchasing official. Two (2) copies (original and one (1) carbon) left with proper person at time of delivery. One (1) copy to be returned to awardee's.

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

Mail all statements to the Chatham County Board of Education, Attention School Food & Nutrition Program Accounting, Room 308, and 208 Bull Street, Savannah, Georgia 31401.

The Office of School Food & Nutrition will pay invoices on a monthly basis upon the receipt of completed invoices. No invoice will be paid until goods are received. If incomplete orders are delivered, each shipment must be invoiced separately.

ADDITIONAL ITEMS

The ordering of additional items not on the Bid List shall be held to a minimum, but will be necessary at times during a bid period.

Non-Performance or/and Termination Clauses

TERMINATION

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

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

(ii) The School Food Authority determines that the actions, or failure to act, of the Vendor, its agents, employees or subVendors have caused, or reasonably could cause, life, health or safety to be jeopardized;

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

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

b. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the School Food Authority to declare the Vendor in default of its obligations under the Contract:

(i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Vendor;

(ii) The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

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

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

(v) The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Vendor has engaged in conduct that has or may expose the School Food Authority or the State to liability, as determined in the School Food Authority's sole discretion; or

(vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the state or a third party.

c. Notice of Default. If there is a default event caused by the Vendor, the School Food Authority shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the School Food Authority may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

d. Termination upon Notice. Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.

e. Termination Due to Change in Law. The School Food Authority shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Vendor as a result of any of the following:

- (i) The School Food Authority's authorization to operate is withdrawn or there is a material alteration in the programs administered by the School Food Authority; and/or
- (ii) The School Food Authority's duties are substantially modified.

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

g. The Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the School Food Authority, the Vendor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the School Food Authority may require;
- (ii) Immediately cease using and return to the School Food Authority, any personal property or materials, whether tangible or intangible, provided by the School Food Authority

- to the Vendor;
- (iii) Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Vendor under the Contract;
 - (iv) Cooperate in good faith with the School Food Authority, its employees, agents and Vendors during the transition period between the notification of termination and the substitution of any replacement Vendor; and
- (iv) Immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Vendor.

STANDARD CONTRACT CONDITIONS

This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise -- by the laws of the state of Georgia.

Civil Rights statement: Vendors providing service under this Request for Bid herewith, assure the school district that they are conforming to the provisions of the **Civil Rights Act of 1964**, as amended. 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.

Equal Employment Opportunity: Vendors shall comply with Executive Order 11246, entitled "**Equal Employment Opportunity**," as amended by Labor regulations (41 CFR Part 60). 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.

Vendor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this contract, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.

Energy Policy and Conservation Act statement: Vendor shall comply 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)

PROTEST Procedures: Any bidder or offeror who wishes to protest the handling or fairness of a solicitation shall express his/her concerns in writing to the Director of Purchasing within five working days of the matter being protested.

The letter of protest shall be taken under consideration by the Chief Financial Officer and the Superintendent and the protesting bidder/offeror shall be notified within ten (10) business days of the result of such consideration.

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

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

Record Retention and Access: The Vendor agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. The district, its authorized agents, and/or state/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.

Clean Air Act: Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the **Clean Air Act (42 U.S.C. 1857 [h])**, **Section 508 of the Clean Water Act (33 U.S.C. 1368)**, Executive Order 11738, and **Environmental Protection Agency regulations (40 CFR Part 15)**, which prohibit the use under non-exempt federal contracts, grants or loans (amounts in excess of \$100, 00) of facilities included on the EPA List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

Non-Collusion: By signing this document the Vendor certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Vendor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school district, elective or appointive, who shall take, receive or offer 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, bidding for, or in open market seeking to make sales to the school district 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.

Copyrights and Patents: 48 CFR-Chapter 1-Subchapters H- Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The Vendor shall report to the SFA, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Vendor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Vendor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Vendor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Vendor has agreed to indemnify the Government.

(c) The Vendor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

52.227-3 Patent Indemnity

(a) The Vendor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under [35 U.S.C. 181](#)) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Vendor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(1) An infringement resulting from compliance with specific written

instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Vendor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Vendor, unless required by final decree of a court of competent jurisdiction.

Originality and Title to Concepts, Materials, and Goods Produced:

Vendor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State/ SFA pursuant to the terms of the Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials, goods and services and the SFA's use of same and the exercise by the SFA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

Lobbying (over 100K) - CFR 7.3018

Certification and disclosure

Title 7: Agriculture

[PART 3018—NEW RESTRICTIONS ON LOBBYING](#)

[Subpart F—Agency Reports](#)

Appendix A to Part 3018—Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix B to Part 3018—Disclosure Form To Report Lobbying

Forms may be downloaded from the link to Code of Federal Regulations below.

<http://ecfr.gpoaccess.gov/cgi/t/text/text->

[idx?sid=80047a9f2575514a4566c18837dd9cba&c=ecfr&tpl=/ecfrbrowse/Title07/7tab_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=80047a9f2575514a4566c18837dd9cba&c=ecfr&tpl=/ecfrbrowse/Title07/7tab_02.tpl)

MINORITY /FEMALE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that minority and female business enterprises shall have the maximum opportunity to participate in school board projects. Consequently, Savannah-Chatham County Board of Public Education has established a goal of 10% for African American and 5% for Females. This shall in no way be considered as a fixed quota. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that MFBE’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.

STANDARD PRODUCT CONDITIONS

All products shall conform to the minimum requirements of Federal and State regulations. These products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not e limited to, weights, measures, fill of containers, drained weights and contamination.

All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature on The Bid Submission Form, agrees to hold the buyer harmless in the event of product failure.

INSTRUCTIONS FOR COMPLETING THE BID LIST

1. BRANDS (Column 1)

Bidders write in the **brand** being bid AND the **product code** (color or number) of the products proposed on the lines provided for each item listed. **YOU MUST BID ALL ITEMS, BUT ONLY ONE BRAND PER ITEM MAY BE BID.** No alternate bids will be accepted. American made products are preferred.

2. UNIT (Column 2)

If bidder's approved brand is a pack size which is different from the pack shown, state

the size offered, convert the number of units (Column 2) to conform to your pack size and enter this information on the form. For example if the pack size shown is 10/case and you want to offer 24/case, proceed with the net content conversion.

3. UNIT COST (Columns 4 & 5)

A) Bidders enter in Column 4 your price per unit for each item.

B) Multiply the price in Column 4 by the number of units needed in Column 3 on each line and enter the extension total in Column 6.

C) Add all total column extensions in column 6 to obtain a total bottom line price.

All product costs shall be firm for the entire contract period.

REVIEW AND AWARD OF BIDS

Any mathematical calculation that requires decimals shall be treated as follows:

- 1) All decimals shall be carried to two places.
- 2) Fractions shall not be rounded up or down. (This applies when the number of cases needed changes when pack size adjustments are made.)

Adjustments will be made in bottom line based on the results of the up-front check of calculations.

QUANTITIES

See Bid List. It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the School Nutrition Program to receive any quantity in excess of actual requirements. The quantities shown are classified as estimates for bidding purposes only. The School Nutrition Program authorities will utilize projected supplies of items placed in inventory specifically for this district bid and not used in other districts. Within ten days of the award of the contract, the successful contractor shall identify those items for the School Nutrition Program officials and an agreement shall be made concerning these specific items.

Items should be priced as the pack indicates. However, if there are quantity price breaks available for quantity purchases, please note.

Distributors are required to bid and deliver ALL items listed, as well as items which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be raised with the Director of the School Nutrition Program at least two weeks prior to bid opening.

BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of school district officials, to perform as required herein. A bid may be rejected if a bidder

fails to meet any one of the following qualifications:

PRODUCT LINE

It must be clearly evident to the school district officials that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

CAPACITY

A bidder must clearly demonstrate to the school district officials that he has the capacity, physically and financially, to supply items to the school district in economical quantities as required.

RELIABILITY

The successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

ACCOUNTING PRACTICES

The successful bidder must clearly demonstrate to the school district officials his capability to provide accurate, reliable and timely reports, in terms of invoices, statements, and credit and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic reviews of prices by the school district officials.

FACILITIES AND EQUIPMENT

Contractors must have adequate warehouses for supplying contract products.

SANITATION REQUIREMENTS

Contractors' facilities may be routinely inspected by the district officials. Facilities and operating practices must be continuously in compliance with the United States Food, Drug, and Cosmetic Act and State and local laws and regulations.

BRAND INDICATION

Use of brand names on the Bid Form is not intended to limit competition. Brand names are given as an indication of minimum quality. Any reference to brand name shall not be construed as restricting to that manufacturer. **A specification identification sheet shall be included in the bid if the indicated brand is NOT bid. Samples of items may be requested.**

EXCLUSIVITY

The School Nutrition Program agrees to use the designated contract supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.

The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when the School Nutrition Program may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.

In case of default by the successful bidder, the School Nutrition Director, after due notice (oral or written), may procure the necessary supplies 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 the bidder from the pre-qualified bid list for the duration of the ensuing year, at the option of the school district officials.

CHARGES FOR INCONVENIENCE TO THE SCHOOL DISTRICT OR VENDOR

After the School Nutrition Program has paid employees overtime on three (3) occasions due to late deliveries, the contractor shall reimburse the School Nutrition Program at the rate of **1 and 1/2 of the hourly rate plus fringe benefits.**

After acceptance, the contractor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce this contract.

If the contractor is unable to deliver an approved product, the School Nutrition Program shall 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.

ORDERS

The School Nutrition Program Managers will place orders on an add need basis. The office staff will compile a copy of all orders and make them available to the vendor for delivery on the following week. "Emergency" orders will be phoned to the successful bidder by the SNP Procurement Technician.

No pick-ups directly from the vendor will be permitted without verbal authorization from the School Nutrition Program Administrative Staff. ALL orders must be authorized through the School Nutrition Program office.

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

The successful bidder shall be required to deliver the quantities needed to ALL THE SCHOOLS, whether they be large or small, however, the School Nutrition Program office will be monitoring the dollar value of a single order. Bids which are conditional, i.e., "Prices Subject to Change," "Prices F.O.B. Shipping Point" will NOT be considered. NO UPS or similar delivery service deliveries shall be accepted.

COMPLAINT REPORT (Attached)

The "Complaint Report" will be used by the School Nutrition Program Manager to record deficiencies in service, product, containers, etc. The contracted company will be notified of all legitimate complaints via the SNP Procurement Technician by and through the purchasing department.

If the contracted company is unable within a reasonable length of time to correct a deficiency that has been filed by the majority of the School Nutrition Program Managers corrective action in the best interest of the Savannah Chatham County Public Schools System, will be taken.

DELIVERY TIMES AND PLACES

The prices quoted shall be for deliveries to all production site schools. All drop sites require deliveries as needed. A list of all schools, their addresses, and the managers' and supervisors' names will be provided to the successful bidder.

Deliveries shall be made between 7:00 A.M. and 10:00 AM and 1:00 PM and 2:00 PM. If holidays fall on a scheduled delivery day, deliveries shall be made on the next school day.

Drivers and helpers shall deliver merchandise into designated areas. **Drivers or helpers shall not be required to store merchandise on shelves.**

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item, and 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. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage. The school may refuse any item at time of delivery.

Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

BILLING AND INVOICES

All items on delivery tickets MUST be billed according to description of item quoted on the bid and using the School Nutrition Program computer code number. Unit prices for all items shall be recorded and invoices shall be accurately extended. The awardee must issue delivery tickets and credit memos in triplicate and all three (3) copies must be signed by qualified purchasing official.

Two (2) copies (original and one (1) carbon) left with proper person at time of delivery.

One (1) copy to be returned to awardee

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

Mail monthly statements to: Savannah Chatham County Board of Education, Attention School Nutrition Program Accounts Payable Senior Clerk, Room 119; 208 Bull Street, Savannah, Georgia 31401. Monthly invoices should be prepared by school for ease in reconciliation of statements.

The School Nutrition Program office will pay invoices on a monthly basis upon the receipt of completed invoices. No invoice will be paid until goods are received. If incomplete orders are delivered, each shipment must be invoiced separately.

ADDITIONAL ITEMS

The ordering of additional items not on the Bid List shall be held to a minimum, but will be necessary at times.

TERMINATION OF CONTRACT

Failure of the part of the School Nutrition Program, or the contractor, to comply with the provisions of this contract may result in contract termination.

Each part 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 problem.

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

Step 3 - Issue letter to cancel contract.

STANDARD CONTRACT CONDITIONS

This 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 this Request for Bid herewith, assure the school district they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

State Sales and Use Tax Certificate of Exemption form will be issued upon request.
Sales tax shall be included in prices where applicable.

Contractor shall comply with applicable federal, state and local laws and regulations. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents, and/or State/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.

Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

By signing this document the contractor certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school district, elective or appointed, who shall take, receive or offer 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, bidding for, or in open market seeking to make sales to the school district 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 law.

STANDARD PRODUCT CONDITIONS

All products shall conform to the minimum requirements of Federal and State regulations.

The State regulation requirements shall include, but not be limited to, weights, measures, fill of containers, drained weights and contamination.

All products shall conform to standard guarantee requirements with respect to safety. The supplier by his signature on bid forms, agrees to hold the buyer harmless in the event of product failure.

SCHOOL FOOD AND NUTRITION PROGRAM

PRODUCT/SERVICE EVALUATION

COMPLAINT FORM

Name of Product/Service _____

Date Product/Service was received _____

Company providing Product/Service _____

IF A PRODUCT:

Brand _____

Amount unsatisfactory _____

Unit price \$ _____ Amount of credit due (if applicable) \$ _____

Describe the complaint about the product:

IF A SERVICE:

Describe the complaint about the service:

Date _____ School _____

Manager _____

Send one copy to the School Nutrition Central Office and keep one copy for the school's file.

REQUIRED FORMS

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

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities the regulations were published Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the requisitions may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this.

Organization Name PR/Award Number or Project Name

Name (s) and Title (s) of Authorized Representative (s)

Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" without modification, in lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
92)

Savannah Chatham County Board of Education
School Food and Nutrition Program
PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder must sign and return with bid)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this and certify that I am authorized to sign this bid for the bidder. I further certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-25 have not been violated and will not be violated any respect.

Sworn to and subscribed before me this _____ day of _____,
_____.

NOTARY PUBLIC

My Commission Expires:

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.

SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014

No (1)	Item Description/Unit (2)	Unit (3)	Quantity (4)	Item Number (5)	Manufacturer (6)	Unit Cost (7)	Extended Cost (8)
1	# 10 Scoop 3/8 cup, Ivory Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47141	Vollrath		
2	# 12 Scoop 1/3 cup, Green Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47142	Vollrath		
3	#16 Scoop ¼ cup, Dark Blue Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47143	Vollrath		
4	#30 Scoop ((2 tbsp), Black Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47146	Vollrath		
5	#40 Scoop (1-2/3 tbsp), Orchid Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47147	Vollrath		
6	#6 Scoop 5-1/3 oz White Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47139	Vollrath		
7	#8 Scoop ½ cup, Gray Shall be welded 18-8 stainless steel construction, disher handle shall be 4 3/8" length	ea	54	47140	Vollrath		
8	Antibacterial Probe Wipes/Each	ea	10	9150-0-8	Cooper Atkins		
9	Edlund 266 tabletop Electric Can Opener Single Speed Heavy Duty, NSF Certified, 115v, 60Hz	ea	4	26100	Edlund		
11	Can Opener Manual - Easy opening, steel base clamp down up to 7" G-2 Manual Can Opener NSF Certified	ea	4	Edlund #2 16100	Edlund		
12	Can Opener Blade for G-2	ea	4	ED1	Edlund		
13	Colander, 16 qt capacity – stainless Steel w/handles and bottom ring stand fully attached 13 qt capacity	ea	12	ACO-16	Carlisle		
14	Cutting Board, Green 12"x18"/Each	ea	2	CB121812GN	San Jamar		
15	Cook's Fork SS Wooden Handle 14"/Each	ea	4	5551	Halco		
16	Cook's Spoon, slotted 18 gauge stainless steel w/plastic handle	ea	24	46948	Vollrath		

**SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014**

No (1)	Item Description/Unit (2)	Unit (3)	Quantity (4)	Item Number (5)	Manufacturer (6)	Unit Cost (7)	Extended Cost (8)
17	Cooler/Refrigerator Thermometer	ea	10	25506-1	Cooper-Atkins		
18	Cutting Board Storage Stand/Each	ea	10	KLRST	San Jamar		
19	Cutting Board, Red, 18" x 24"/Each	ea	10	CB121812R	San Jamar		
20	Cutting Board, Tan, 18" x 24"/Each	ea	10	CB121812BG	San Jamar		
22	Dough Cutter & Scraper 6"x3" SS/Each	ea	2	S195PCP	Dexter Russell		
23	Floor Squeeze	ea	6	4007500	Carlisle		
24	Fruit Wedge -All Purpose w/6 Section Wedges/Each	ea	4	285-042	Redeco/Sunkist		
26	Hamburger Turner/each Heavy Duty - Solid 3" wide blade x 8" with molded polypropylene handle	ea	10	S286-8	Dexter Russell		
27	Ice Scoop 32 oz./Each	ea	10	FG288400CLR	Rubbermaid		
28	Ice Scoop Holder/Each	ea	4		Rubbermaid		
29	Ingredient Bin, 26 gal, Plastic, Casters/Each	ea	4	IBS27-148	Cambro		
30	Ladle, equipped with Agion – nature’s Antimicrobial protection, Color Coded Kool Touch Handle, stainless, 9-7/8" hooked handle, 2-3/8" dia, bowl, cool to touch to 180°, dishwasher, USA made 2oz Blue	ea	24	58322	Vollrath		
31	Ladle, equipped with Agion – nature’s Antimicrobial protection, Color Coded Kool Touch Handle, stainless, 9-7/8" hooked handle, 2-3/8" dia, bowl, cool to touch to 180°, dishwasher, USA made 4 oz Gray	ea	24	58344	Vollrath		
32	Ladle, equipped with Agion – nature’s Antimicrobial protection, Color Coded Kool Touch Handle, stainless, 9-7/8" hooked handle, 2-3/8" dia, bowl, cool to touch to 180°, dishwasher, USA made 6 oz Teal	ea	24	58355	Vollrath		
33	Ladle, equipped with Agion – nature’s Antimicrobial protection, Color Coded Kool Touch Handle, stainless, 9-7/8" hooked handle, 2-3/8" dia, bowl, cool to touch to 180°, dishwasher, USA made 8 oz Orange	ea	24	58366	Vollrath		

SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014

No (1)	Item Description/Unit (2)	Unit (3)	Quantity (4)	Item Number (5)	Manufacturer (6)	Unit Cost (7)	Extended Cost (8)
34	Lids for 2 qt container/Each	ea	8	SFC2-452	Cambro		
35	Lids for 4 qt Container/Each	ea	8	SFC2-452	Cambro		
36	Lids for 8 qt Container/Each	ea	8	SFC6-451	Cambro		
37	Lids for Garbage Can/Each	ea	50	972-002	Rubbermaid		
38							
39	Market Tray, Black/Each	ea	20	1826MT110	Cambro		
40	Mixing Bowl Flat Bottom SS, 3 qt/Each	ea	6	47933	Vollrath		
41	Mixing Bowl Flat Bottom SS, 5 qt/Each	ea	6	47935	Vollrath		
42	Mixing Bowl Flat Bottom SS, 8 qt/Each	ea	6	47936	Vollrath		
43	Mixing Bowl Flat Bottom SS, 16 qt/Each	ea	10	47938	Vollrath		
44	Oven Thermometer SS/Each	ea	20	24HO-01-1	Cooper Atkins		
45	Paddle Scraper for Kettles 40" Durable nylon for kettles	ea	8	4035202	Carlisle		
46	Paddle Stirrer, for kettles 48" 18-8 stainless, for kettles	ea	8	2148	American Metal Craft		
47	Beverage Pitcher, Clear Plastic 60oz Capacity/Each	ea	10	P600CW135	Cambro		
48	Pizza Cutter Stainless Steel Blade all metal parts	ea	8	P177A-PCP	Dextur Russell		
49	Pocket Thermometers-Daily/Each	ea	50	AQA 1264-F	Cooper-Atkins		
50	Rapi Kool, 128 oz/Each	ea	2	RCU128	San Jamar		
51	Rapi Kool, 64 oz/Each	ea	2	RCU64	San Jamar		
52	Refrigerator/Freezer Thermometer/Each	ea	25	AQA 1159	Cooper-Atkins		
53	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Solid 4 oz, Gray	ea	24	62172	Vollrath		
54	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Solid 6 oz, Teal	ea	24	62177	Vollrath		
55	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Solid 8 oz, Orange	ea	48	62182	Vollrath		

SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014

No (1)	Item Description/Unit (2)	Unit (3)	Quantity (4)	Item Number (5)	Manufacturer (6)	Unit Cost (7)	Extended Cost (8)
56	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Perforated 4 oz, Gray	ea	24	62170	Vollrath		
57	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Peforated 6 oz, Teal	ea	24	62175	Vollrath		
58	Portion Control Spoodle, stainless color coded, Grip n Serv plastic handle, equipped with Agion-nature's Antimicrobial protection, 13-5/16" long, 4" dia. Bowl, USA made Round Perforated 8 oz, Orange	ea	24	62180	Vollrath		
59	Steam Pan Table Full Size 20 -3/4"x12-3/4"x2-1/2"/Each	ea	60		Vollrath		
60	Step on Trash Can 18 qt/Each	ea	10	FG614200WHT	Rubbermaid		
61	Storage Containers, 8 qt/Each	ea	10	8SFSCW-135	Cambro		
62	Storage Containers, 2 qt/Each	ea	10	2SFSCW-135	Cambro		
63	Storage Containers, 4 qt/Each	ea	10	4SFSCW-135	Cambro		
64	Timer, 60 min/Each	ea	10	TM60-0-8	Cooper Instruments		
65	Tong, Kool touch Heavy Duty 9 1/2 red heat resistant 180% Ferenheit dishwasher safe	ea	32	4780840	Vollrath		
66	Vegetable Peeler, SS 2-1/2 double floating stainless steel blade	ea	20	5KP	Halco		
67	Wire Mesh Skimmer, 7" square/each	ea	20	SKM-7WG	Update International		
68	Wire Whip- French Piano Wire - 14" for thick sauces	ea	12	9347092	Vollrath		
69	First Aid Kit/Each	ea	6	280-1471	FMP		
70	Floor Mat, 3'x8', Drainage/Each	ea	12	993	Arko/Tenkor		
71	Gloves, Antimicrobial Large/Each	ea	4	GCR	Winco		
72	Gloves, Conventional Mitt/Each right	ea	15	22158	Tucker		
73	Gloves, Conventional Mitt/Each left	ea	15	22158	Tucker		
74	Step Stool/Each	ea	10	FG420903CYLD	Rubbermaid		
75	Dust Pan Heavy Duty Metal 2-3/4" x 12"x13-1/2	ea	25	353715	Continental		

SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014

No (1)	Item Description/Unit (2)	Unit (3)	Quantity (4)	Item Number (5)	Manufacturer (6)	Unit Cost (7)	Extended Cost (8)
76	Pot Holder/Each	ea	20	803PG	San Jamar		
77	Dish Cloth 14 x 17 100% cotton	ea	18				
78	Mop Heads	ea	24	A903320-D03	Stinger		
79	Mop Handles	ea	24	352770	Continental		
80	Mop Bucker with ringer 26 qt	ea	10	352226312	Continental		
81	Brush – Basting	ea	15	POSTBRL4400	Royal		
82	Brush – Kettle 5-1/2"x 9-1/2"	ea	10	400130214022501	Carlisle		
83	Brush – Vegetable 5-1/2"	ea	12	4016402	Carlisle		
84	Nail Brush	ea	8	3623900	Carlisle		
85	Cook's Knife, 10"	ea	6	S145-10CPCP	Dexter Russell		
86	Paring Knife 3-1/4"	ea	12	S104C-PCP	Dexter Russell		
87	Boning Knives Narrow 6"	ea	12	S136NC-PCP	Dexter Russell		
88	Lids Stainless Steel for Steam Table Full Size 21"x 12 - 1/8"/Each	ea	18	1021214	Carlisle		
89	Lids Stainless Steel for Steam Table Half Size 10-3/8"x12- 7/8"/Each	ea	12	1023214	Carlisle		
90	Lids Stainless Steel for Steam Table One Fourth Size6- 1/2"x10-7/16"/Each	ea	6	1029214	Carlisle		
91	Measure –Plastic-1 cup/Each	ea	10	4314107	Carlisle		
92	Measure-Plastic 1 qt/Each	ea	10	4314307	Carlisle		
93	Measure-Plastic-1 pt/Each	ea	10	4314207	Carlisle		
94	Measure-Plastic-2 qt/Each		10	4314407	Carlisle		
95	Measure-Plastic-4 qt/Each	ea	8	4314507	Carlisle		
96	Measuring Cup Set (4) 1c, 1/2c, 1/3c, 1/4c/Each	ea	6	1047	Stanton		
97	Measuring Spoon Set (4) ¼, ½, tsp 1 tbsp/Each	ea	10	933	Stanton		
98	Scale- Central, Ele. Ctric. and/or Battery Operated	ea	10	TR25055	Taylor		
99	Adapter Plate/Each	ea	6	19199	Vollrath		
100	Sheet Pan Full size 26"x18"1/Each	ea	60	18-8A-13-2x	Advance Tabco		
101	Sheet Pan Half Size 13"x18"/Each	ea	30	18-8A-13-2x	Advance Tabco		
102	Knife Sharpener	ea	12	FM201217	Accusharpe		
103	Wet Floor Bilingual Easel type Sign (English & Spanish)	ea	12	352119	Continental		
104	Six Compartment Tray Teal 10 x 14.5 heavy grade	dz	10	BCT1014-186	Cambro		
105	Munchie Baskets 7-7/8 x 10-3/8 x 2-1/2 Red	dz	50	44030	Carlisle		
106	Duo-Sweep® Duo-Sweep® Lobby Angle Broom w/6-1/2" Flare Polypropylene Bristles 36" – Black	ea	30	36861L00	Carlisle		

**SAVANNAH-CHAHTAM COUNTY PUBLIC SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM (SNP)
SMALLWARES EQUIPMENT SY 2013-2014**

107	Trash Can Round Brute 44 Gallon Container Gray	ea	40	972002	Rubbermaid		
108	Trash Can Round Brute 44 Gallon Container Red	ea	40	972002	Rubbermaid		
109	Dome Lid for Round Brute Container Gray	ea	20	972002	Rubbermaid		
110	Dome Lid for Round Brute Container Red	ea	20	972002	Rubbermaid		
111	Dolly for 44 & 45 Gallon Brute Container Black Round	ea	50	972008	Rubbermaid		
112	Sifter 18/8 stainless 16 mesh screen	ea	10	755576625071	Halo		
113	Bags Food/Pan Carrier Insulated Thermal Insulated to keep hot foods and maintain temperature	ea	48				
114	Bun Pan Sheet Pan , full size, 18" x 26", 18square perforations all over, glazed 16 guarge aluminum	ea	30	601828	Carlisle		
115	Mobile Tilt Truck , Structural Foam Tilt Truck, standard duty, 1000 lb capacity, 3/4 cu. Yard, 64-1/2"Lx30-1/4"Wx38"J, seamless one-piece body with reinforced lip, non marking plate casters, black.	ea	10	FG101300BLA	Rubbermaid		
116	GRAND TOTAL						
117							
118							
119							
120							