DeKalb County
School District

1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

https://dekalbschoolsga.ionwave.net/Login.aspx

INVITATION TO BID

ITB NO. 24-397 **DATE: January 12, 2023**

FOR: School Nutrition Grocery Products

ALL PRICES TO BE F.O.B. DESTINATION WITH FREIGHT PREPAID TO:

School Nutrition
Sam A. Moss Service Center
1780 Montreal Rd, Tucker GA 30084

BID RESPONSES MUST BE RECEIVED IN THE *PURCHASING DEPARTMENT*:
- DEADLINE TIME: 2:00 PM, Tuesday, February 14, 2023
- VIRTUAL PUBLIC BID OPENING: 3:00 PM, Tuesday, February 14, 2023

BIDS TO BE OPENED: 3:00 PM, **Tuesday, February 14, 2023**
DeKalb County School District - Purchasing Department
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083-1027

BIDS RECEIVED AFTER DEADLINE TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED

DeKalb County School District Bid Contact Person:
Lakesia Watkins for questions at **(678) 676-0315** or email at solicitationquestions@dekalbschoolsga.org

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THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE SUPPLIER.

SUPPLIER NAME ______________________________

ADDRESS ______________________________

____

____

____
AREA CODE, TELEPHONE NO., AND EXTENSION

____
SUPPLIER FAX NUMBER

SUPPLIER OFFICIAL'S EMAIL ADDRESS______________________________

____
PRINT CERTIFYING SUPPLIER OFFICIAL'S NAME

____
CERTIFYING SUPPLIER OFFICIAL'S SIGNATURE

____
TITLE OF CERTIFYING SUPPLIER OFFICIAL

_____ _____ - _____ _____ ____ ____ ____ ____ ____
SUPPLIER FEDERAL I.D. NUMBER

DATE ______________________________

SUPPLIER WEB PAGE URL______________________________

DeKalb County School District (DCSD) extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the enclosed specifications, terms, and conditions.

Bidders are required to submit **one (1) original, one (1) duplicate copy and one (1) flash drive of the proposal**. **One (1) duplicate copy and one (1) flash drive** are required to be submitted with the original in a sealed package. It is recommended that the copy and the flash drive be made after the original is complete and fully executed (signed and initialed) by the bidder's authorized representative.

Bidders must label each bid document set as "**ORIGINAL**" or "**DUPLICATE**" at the top of the first page. Bidder must label the flash drive with the **ITB number and Supplier name.**

Sealed Bid Response Submission Format and Procedures
Sealed bid responses must be in compliance with the stated specifications and instructions; signed by the certifying official/supplier official, and delivered to the DCSD Purchasing Department in accordance with this bid.

SEE REQUIRED SUBMITTALS/DOCUMENT CHECKLIST – PAGE 49.

Bid responses must be sealed and clearly labeled and addressed as shown below. **See the Sealed Bid Identification Label posted to the website for printable labels –**

https://dekalbschoolsga.ionwave.net/Login.aspx

SAMPLE SEALED BID IDENTIFICATION LABEL:
This information must appear in the lower LEFT corner of your sealed bid container (whether envelope, box, express carrier package, etc.)

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ITB Number:24-397
ITB Name: School Nutrition Grocery Products
Due Date: Tuesday, February 14, 2023 @ 2PM

Company Name: ____________________________

Company Mailing Address:
_______________________________________
_______________________________________

Contact Person Name: __________________

Contact Telephone No:(___)_____________

Email Address: ________________________
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SAMPLE SEALED BID 'ADDRESS TO' LABEL:
This information must appear in the mailing address area of your sealed bid container (whether envelope, box, express carrier package, etc.)

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(SEALED BID RESPONSE)
DeKalb County School District
Purchasing Department
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083-1027
ATTN: Carla L. Smith
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Boxes, express carrier packages, and any other containers which contain sealed bid responses must be clearly labeled as shown above and presented to the DCSD Purchasing Department.

Sealed bid responses are to be delivered to the DCSD Purchasing Department. **DO NOT SEND SAMPLES TO THE DCSD PURCHASING DEPARTMENT.** When samples are required, they must be delivered to the user department according to the instructions outlined in this bid under the heading "Samples."

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SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

Sealed bids MUST be received by the DCSD Purchasing Department by the **DEADLINE TIME** stated on the cover of this solicitation. Bidders submitting bids in person must have their sealed bids date and time stamped upon delivery to the DCSD Purchasing Department by a Purchasing Department representative. Sealed bids must be placed in the care of a Purchasing Department representative.

Failure to follow these sealed bid label and submission requirements may cause bids to be declared non-responsive and rejected.

Time is of the Essence
Award criteria includes the most accommodating delivery dates as determined by DCSD. Specify your earliest __________ and latest __________ delivery or service commencement delivery dates after receipt of the purchase order.

Hand Delivery Submission of Bids
Prior to the submission deadline of Tuesday, February 14, 2023 at 2:00PM EST, an appointment must be scheduled with the Purchasing Department by submitting an email request to solicitationquestions@dekalbschoolsga.org. Please enter “Bid Submission Appointment – ITB 24-397 School Nutrition Grocery Products” in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the February 14, 2023 submission deadline. A confirmation of the appointment will be sent via email.

Virtual Public Bid Opening
The public bid opening will be held virtually through Microsoft Teams on Tuesday, February 14, 2023 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, February 13, 2023 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter “Public Bid Opening – ITB 24-397, School Nutrition Grocery Products” in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, February 14, 2023 by 10:00AM EST.

Bid Prices
I hereby certify that the cost(s) included in this bid are accurate and binding for ninety (90) days from the Invitation to Bid opening date. If an award is not made within ninety (90) days, it shall be incumbent upon the bidder to notify DCSD in writing if it does not want its bid submittal considered further. Failure to notify the district will mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

I further certify that the proposed cost(s) are accurate and reflect any applicable discounts and that the supplier which I represent will deliver the goods and/or services for this amount. I also certify that no extra costs or payments to any entity, including bidder, will be allowed for any miscalculation, deficiency, or difference discovered later.

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Inside Delivery Required.

No Order(s) Guaranteed
There is no guarantee of any vendor receiving an order as a result of an open bid catalog discount award. Any/all costs incurred by the vendor in fulfilling the requirements of this bid, including catalog mailing, are the sole responsibility of the vendor. Expenses incurred by the vendor will not be reimbursed by DeKalb County School District or become a reason for placing an order(s) with the vendor.

Price Provision
This is a term contract from **July 1, 2023** through **June 30, 2024** with a price escalation/de-escalation provision at renewal time. Bid prices will be firm from **July 1, 2023** through **June 30, 2024**.

Actual bid price(s) must be based on current manufacturer's price to the supplier plus supplier mark-up and must be consistent with market indices. Price changes (***up or down***) by the supplier will be allowed only at **the renewal anniversary** and shall be based on the percentage change of the manufacturer's cost to the supplier. Only one (1) price change will be allowed during any 12-month period and **at the renewal anniversary**, commencing with **July 1, 2024** (the renewal date), on any individual product or service included in this bid.

The bidder must supply the Purchasing Department of the DCSD with written proof from the manufacturer when (if) price changes occur. The written notification from the manufacturer (for DCSD) may specify actual dollar changes or may specify the change as a percentage.

The bidder must allow the Purchasing Department of DCSD a minimum of thirty (30) days' notice before price changes take effect.

DCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder.

Renewal Options
DCSD reserves the right to extend this bid contract prior to the bid contract end date of **June 30, 2024** for up to four (4) years through **June 30, 2028** with the consent and written confirmation of the awardee.

Audited Financial Statements
Bidder shall provide a copy of their company's audited financial statements for the previous two (2) years - 2020 and 2021. Bidder shall provide a copy of their supplier's annual report for the previous two (2) years – 2020 and 2021, if it exists.

Compliance with Specifications
Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, bidder must indicate in writing what the deviations are and must submit with the bid complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

___ Bid is in complete compliance with bid specifications.
___ Bid deviates from stated specifications as follows:

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____

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Alternatives
If bidding an equivalent, specify below the product being bid, and attach fully descriptive literature. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE REJECTED. BID WILL CAUSE THE ALTERNATE TO BE REJECTED.**

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SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

Business License

Bidders shall submit with their submission, a copy of their valid supplier business license. If the bidder is a Georgia corporation, bidder shall submit a valid county or city business license. If the bidder is not a Georgia corporation, bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If bidder holds a professional certification which is licensed by the state of Georgia, bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the bidder for the duration of the contract.

References

Bidder shall provide a minimum of four (4) references, including supplier name, contact person, supplier address, telephone number, and email address. References shall be of a similar scope, complexity, and diversity. Submit references using the form provided on **page 48**.

Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this bid, all respondents are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVDs, and any other marketing and informational media which will support and enhance their submission value.

Added Value

Respondents are encouraged to describe in detail all added value or additional services or benefits available and offered at **no cost** to DCSD in their bid responses. Attach and label as **"ADDED VALUE."**

Payment Options

Payment will be made by electronic transactions or paper check. Electronic payments in the form of ACH (Paymode) or issued loadable credit cards (e-Payables) are the DCSD preferred methods of payment. Vendors will be issued paper checks only under special circumstances.

Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e. public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Bidders must complete and/or have their subcontractors complete the following forms:

1) Immigration and Security Certification
2) Bidder E-Verify Affidavit
3) Contractor Affidavit (Contractor Only)
4) Subcontractor Affidavit (Subcontractor Only)
5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

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SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

______Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit. **Please be advised the Immigration and Security Certification and the Bidder E-Verify Affidavit must be completed.**

Signature of Engaging Official: ____ Date: _____________
(Supplier Name / Certifying Official Signature)

Questions and Inquiries
It is intended that this bid be adequate for any bidder to respond to the DCSD's requirements. However, should bidders have questions; all questions shall be submitted electronically via email to **solicitationquestions@dekalbschoolsga.org.** Questions submitted to any other mail box, voice mail or e-mail address will not be considered for response. The deadline for receipt of bidder questions is **Monday, January 30, 2023, at 12:00 PM**. Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the following website no later than **Friday, February 3, 2023, at 4:30 PM.**

https://dekalbschoolsga.ionwave.net/Login.aspx

Bid Contact
The assigned contact person is Lakesia Watkins, Purchasing Auditor, telephone (678) 676-0315.

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited from contacting DCSD employees or consultants for DCSD on any matter having to do with any aspect of this bid, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, from the date of issuance of the Invitation to Bid until final DeKalb County Board of Education approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative, or member of the DeKalb County Board of Education. Any violation of this restriction may result in the rejection of the bid response.

Board Member Communication with Prospective Suppliers
Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

Merchantability and Quality
Seller warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in seller's catalogs; product brochures; and other representations, depictions, or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included, parts only, number of years from purchase date warranty is valid, etc.):

____

____

Quantities
Quantities to be purchased during the contract period may vary. The successful bidder will be required to supply all items ordered throughout the contract period.

F.O.B. Destination
All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.

Conformity with Laws and Regulations
All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

Exclusion of Trade Usages
This document contains all the terms, conditions, and obligations to which the parties have agreed, and shall not be modified, controlled, explained, supplemented, or affected in any way by any usage of trade not expressly included in this agreement.

Conformity with UCC
Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

Cancellation/Termination for Convenience
Awards, contracts, and renewals may be cancelled or terminated for convenience by DCSD at any time. In the event of termination of contract by DCSD, DCSD will be responsible only for those items and/or services that have been delivered and accepted according to the bid specifications.

Non-Performance and/or Termination

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

i. In the event the contractor is required to be licensed or certified 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. DCSD determines that the actions, or failure to act, of the contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

iii. The contractor fails to comply with confidentiality laws or provisions; and/or

iv. The contractor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect, or incomplete.

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

b. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DCSD to declare the contractor in default of its obligations under the contract:

i. The contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the DCSD’s satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the contractor;

ii. DCSD determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;

iii. The contractor fails to make substantial and timely progress toward performance of the contract;

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

v. The contractor has failed to comply with applicable federal, DeKalb County Board of Education and state laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;

vi. The contractor has engaged in conduct that has or may expose DCSD or the DeKalb County Board of Education to liability, as determined at the DCSD’s sole discretion; or

vii. The contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of DCSD, the DeKalb County Board of Education, or a third party.

c. Notice of Default. If there is a default event caused by the contractor, DCSD shall provide written notice to the contractor requesting that the breach or non-compliance be remedied within the period of time specified in DCSD’s written notice to the contractor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, DCSD may:

i. Immediately terminate the contract without additional written notice; and/or

ii. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting contractor; and/or

iii. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

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

e. Termination Due to Change in Law. DCSD shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the contractor as a result of any of the following:

i. DCSD’s authorization to operate is withdrawn or there is a material alteration in the programs administered by DCSD; and/or

ii. DCSD’s duties are substantially modified.

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

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

g. The Contractor's Termination Duties. Upon receipt of the notice of termination or upon request of DCSD, the contractor shall:

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

ii. Immediately cease using and return to DCSD, any personal property or materials, whether tangible or intangible, provided by DCSD to the contractor;

iii. Comply with DCSD's instructions for the timely transfer of any active files and work product produced by the contractor under the contract;

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

v. Immediately return to DCSD any payments made by DCSD for goods and services that were not delivered or rendered by the contractor.

Conditional Bids
Bids that are conditional (i.e., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will not be considered. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive.

No Obligation/No Order(s) Guaranteed/Cost to Bid
Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. The acquisition of any program, product, or element for these requirements is subject to the approval and funding by the DeKalb County Board of Education, and no obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any bid documents, materials, or presentations. There is no guarantee of any vendor receiving an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the vendor in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the vendor. Expenses incurred by the vendor will not be reimbursed by DCSD or become a reason for placing an order with the vendor.

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Vendor Internal Coordination
DCSD will look to the bidder as having "one corporate face" and will expect the bidder to coordinate, bid, and deliver those products and services best able to meet the identified needs of DCSD without DCSD's involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The

primary vendor (bidder) will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options. This solicitation, any resulting contract(s), and renewal and extension options are subject to approval and funding by the DeKalb County Board of Education. This solicitation, any resulting contract(s), and renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year following the date of the solicitation and at each June 30 renewal anniversary date thereafter unless the successful vendor is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Taxes

Purchases made by DCSD are not subject to state, federal, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

News Release

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

Non-Discrimination

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services, or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

Small and Minority Businesses and Women's Enterprises

It is the policy of DCSD that small and minority businesses and women's enterprises have a fair and equal opportunity to participate in the DCSD purchasing process. All vendors that voluntarily register via the DCSD website are placed on a vendor list which is categorized into National Institute of Governmental Purchasing commodity/service codes and accessed as (if) requirements arise in those commodity/service codes. DCSD hosts an annual "How to Pursue Business Seminar" for all interested vendors. These seminars are advertised and are free of charge to attendees. The seminar agenda includes a review of the DeKalb County Board of Education policies and procedures and features representatives from various internal DCSD departments as well as special guests from the DeKalb County Government and the State of Georgia.

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Drug-free Workplace

By submission of a response to this bid, the bidder certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or drugs on DCSD property during the performance of the contract.

Smoke-free Workplace
By submission of a response to this bid, the bidder certifies that he/she and his/her employees will not use tobacco products on DCSD property at any time during the performance of this contract.

Rights Reserved
Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted, to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received. The decision of DCSD shall be final.

Addenda
It is the responsibility of bidders to regularly and often check for any addenda posted on the DCSD website - Purchasing Bulletin Board at the web address below. All posted addenda must be printed, signed by the Certifying Supplier Official, and included with the bidder's bid submission. Failure on the part of bidders to make themselves aware of, and to comply with, all addenda requirements will not relieve them of this obligation. Click on the following link to the Purchasing Bulletin Board:

https://dekalbschoolsga.ionwave.net/Login.aspx

Suspension and Debarment
By submitting this bid, the bidder certifies that the bidding supplier and/or any of its subcontractorsor principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180" and that the bidder complies with all applicable orders, rules, and regulations related thereto.

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or supplier(ies) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the bidder complies with all applicable orders, rules, and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

The bidder shall provide immediate written notice to the Purchasing Department of DCSD if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The bidder shall immediately provide written notice to the Purchasing Department of DCSD if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

The bidder agrees by submitting this form that, should the proposed transaction be entered into, the prospective bidder shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the bidder is providing the certification set out above.

Signature of Engaging Official: ____ Date: ____________
(Supplier Name/Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the EPLS website at **https://www.sam.gov/SAM/** to determine if the bidder is listed.

Bidder Performance
The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this bid document. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award and contract.

Bidder Failure
In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD may reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

Georgia Open Records Act
All bidder proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act which permits any citizen of this state to inspect and/or copy any documents prepared and maintained or received in the course of the operation of a public office or agency.

Record Retention Requirement
The bidder shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the DeKalb County Board of Education throughout the term of the contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The bidder shall permit the auditor of the DeKalb County Board of Education or any authorized representative of DCSD, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the federal government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the bidder relating to orders, invoices, or payments or any other documentation or materials pertaining to the award and contract, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the DeKalb County Board of Education reserves the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Non-Collusion
Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their bid responses are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Signature of Supplier Representative: ____ Date: ____________
(Supplier Name/Certifying Official Signature)

Conflict of Interest

Bidders must disclose with their bids the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Bidders must disclose the name of any DCSD employee or DeKalb County Board of Education member who owns, directly or indirectly, an interest of five (5) percent or more in the bidder's firm or any of its branches. Bidders shall certify that this bid response is impartial, at arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

Signature of Supplier Representative: ______________________________________ Date: _____________
(Supplier Name/Certifying Official Signature)

Applicable Laws

This bid is subject to the laws of the State of Georgia. Bidder shall comply with all federal, state, and local laws and applicable regulations and shall be in possession of all licenses and permits necessary for the delivery of products or services described herein.

Civil Rights Program Assurances

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Equal Employment Opportunity compliance Statement ($10K+)

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.

Copyrights and Patents (to be included in contracts for purchases over minimum bid threshold)
48 CFR-Chapter 1-Subchapter H- Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The Contractor shall report to the Contracting Officer, 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 Contractor 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 Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

2 CFR 200.322(a)
§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

Permits and Licenses

Bidders shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract. Bidders shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD.

Compliance with Environmental Laws and Regulations

For all contracts in excess of $100,000, the bidder is required to 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 the Environmental Protection Agency regulations (40 C.F.R. Part 15) for the facilities in which the contract is to be performed, or which are involved in the activity or program to receive assistance.

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Energy Efficiency

For all contracts, the bidder is required to comply with all applicable standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Certification of Bid Price

The bidder is required to 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. The bidder must further certify that it understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder must agree to abide by all conditions of this bid, and certify that the certifying official is authorized to sign this bid for the bidder. (O.C.G.A. § 50-5-67). I further certify that the provisions of the official code of Georgia annotated, 45-10-20 *et seq.* have not and will not be violated in any respect.

Signature of Supplier Representative: ____ Date: _____________
(Supplier Name/Certifying Official Signature)

Entirety of Agreement/Additional Terms

In the event an award is made to a bidder, this bid document represents the entire agreement between DCSD and the successful bidder. DCSD shall not be bound to additional terms and conditions and/or extraneous language added to this document by bidders/proponents.

Assignment of Award

Solicitation awards may not be assigned to another party without the expressed written permission of DCSD.

Ownership Rights
DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by bidders in relation to this bid.

Infringement
Bidders shall fully indemnify DCSD against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights in association with their bids.

Confidentiality and Non-Disclosure
Information made available to respondents by DCSD shall be used only for purposes related to responding to this bid and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this bid unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to, student and human resource file contents.

Protest Procedures for School Nutrition Bid Documents and Contract Awards

Protest Process
This section describes the mandatory administrative procedure whereby vendors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD directly related to school nutrition, as governed by 7 C.F.R. § 3016.36(b)(12), for proposals worth $50,000 or more may challenge the solicitation process, and whereby bidders/offerors on sealed competitive bids directly related to school nutrition for proposals worth $50,000 or more, as governed by 7 C.F.R. § 3016.36(b)(12), may challenge contract awards.

1. Protests. A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.

2. Types of Challenges. Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

3. Form of Protest. At a minimum, the written protest must include the following:

a. the name and address of the protestor;
b. appropriate identification of the solicitation;
c. a statement of reasons for the protest;
d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the vendor must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting vendor.

4. Filing Protests. A protest is considered to be properly filed when it is in writing, signed by a supplier officer authorized to sign contracts on behalf of the vendor, and is received by the Purchasing Department. The protest may be sent by any of the following means:

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

MAIL: Attn: Carla Smith, Executive Director, Vendor Services
DeKalb County School District
Administrative & Instructional Complex
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083

FAX: (678) 676-0283

The vendor must observe the following deadlines when filing a protest:

Type of Protest	**Protest Filing Deadline**
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. Stay of Procurement During Protest Review. When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the Purchasing Department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.
When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Purchasing Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. Protest Resolution. The Purchasing Department shall review and issue a written decision on the protest as expeditiously as possible. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

- If a protest of the intended/actual contract award is sustained, available remedies may include, but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

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7. Costs. In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

Indemnification

1) Vendor agrees to indemnify, defend, and hold harmless the DeKalb County Board of Education, the DeKalb County School District, and the DeKalb County School District, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as “indemnitees”), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys’ fees and/or litigation and investigative expenses, for bodily injury, personal injury (including, but not limited to, vendor’s employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage, or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to vendor’s performance of this Agreement regardless of whether such liability, claim, damage, loss, cost, or expense is caused in part by an Indemnitee.

2) Vendor further agrees to indemnify or settle any and all third-party claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorneys’ fees and/or litigation and investigative expenses asserted against Indemnitees alleging that a service as provided by vendor under this agreement infringes such third-party’s United States trademark, copyright, or patent rights. However, vendor shall be under no obligation to indemnify the Indemnitees as set forth in this Section 2 to the extent that such third-party claim or suit arises out of or relates to: (a) vendor’s compliance with DCSD’s specifications; (b) a combination of the equipment and/or services with products or services not provided by vendor; (c) a modification of the equipment or services that is inconsistent with the terms of this agreement; (d) information, data, or other content not provided by vendor; (e) failure of each Indemnitee to use the services or equipment in conformity with all applicable written instructions and documentation; (f) any modification to any service or equipment made by or on behalf of DCSD where, but for such modification, no claim of infringement would have existed; or (g) transmission of DCSD supplied data, content, or other information. Where the use of the services is enjoined, vendor, at its discretion, shall have the right to: (i) obtain for DCSD the right to continue using the affected service; (ii) replace the affected service with a non-infringing service; (iii) modify the affected services so that it is non-infringing; or (iv) terminate the provision of the affected service or terminate this agreement, without liability of either party to the other, except for each party’s obligation to pay all fees, charges, and costs, incurred up to the time of termination.

3) Vendor shall be excused from its indemnification obligations above:

a) if the claims, demands, suits, actions, proceedings, losses, or liabilities arise solely and exclusively out of the negligence of DCSD or one of the Indemnitees; or
b) if DCSD fails to (i) provide written notice of the third-party claim or suit as soon as practicable; (ii) cooperate with all reasonable requests of the vendor; or (iii) assist the vendor with the defense and/or settlement of such claim or suit.

4) Vendor’s obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of this agreement for any reason.

Certificate of Insurance

Certificate of Insurance and/or ACORD Form is required with solicitation submittal.

Insurance

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with Certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this bid will be contingent upon receipt within ten (10) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1) Vendor shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to DCSD. Vendor shall procure the insurance policy or policies at the vendor's own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:

(a) Name and address of agent/broker;
(b) Name and address of insured;
(c) Name of insurance supplier, underwriting syndicate, or other insuring entity;
(d) Description of coverage in standard terminology;
(e) Policy period;
(f) Policy number;
(g) Limits of liability;
(h) Name and address of certificate holder;
(i) Acknowledgment to the DCSD of notice requirements of material adverse change;
(j) Signature of authorized agent/broker;
(k) Telephone number of authorized agent/broker; and
(l) Details of policy exclusions applicable to this agreement in comments section of Insurance Certificate.
All certificates/endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.

2) All liability policies shall include DCSD as an additional insured. Vendor is required to maintain the following insurance coverage(s) during the term of this agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Bidder shall have the ability to self-insure its required workers' compensation coverage if bidder is an approved self-insurer in the State of Georgia.

(b) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Comprehensive Auto Policy to include but not be limited to liability coverage on anyowned, non-owned and hired vehicle used by bidder or bidder's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than $2,000,000.

(e) Under all coverage and certificates required hereunder, policies shall or be endorsed

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to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis.

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
Minimum limits of $1,000,000 per occurrence $2,000,000 in the annual aggregate. Primary limits of coverage in the amount of $1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by bidder, including captive or self-insured programs, with the prior written approval of DCSD.

(g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

All vendors on the DCSD vendor bid list may not be mailed an Invitation to Bid every time one is issued. This is due to the large number of vendors listed in certain bid categories. In addition, we cannot guarantee the accuracy or timeliness of the mail service to you. **ALL BIDS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, AND POSTED ON THE DCSD WEBSITE.** ***Vendors are solely responsible for reviewing and making themselves aware of DCSD bids posted on the following website:***

https://dekalbschoolsga.ionwave.net/Login.aspx

THIS IS NOT AN ORDER.

Bid responses will be received in the Purchasing Department between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding DCSD holidays and closings as well as inclement weather closings.

DCSD is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers.

BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER THE BID DEADLINE DATE AND TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

BIDS DELIVERED TO ANY SCHOOL OR LOCATION OTHER THAN THE PURCHASING DEPARTMENT OF DCSD SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

BIDS DELIVERED BY EXPRESS CARRIER WITH PAID DELIVERY RECEIPT SERVICE AND THAT ARE RECEIVED IN THE DISTRICT OFFICE'S MAILROOM BEFORE THE SCHEDULED BID OPENING DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED POST OPENING INTO THE BID TABULATION.

LABELS WITH THE PROPER BID INFORMATION AS SHOWN ON THE INVITATION TO BID COVER SHEET AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS DOCUMENT ARE PROVIDED IN YOUR BID PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY ALSO DOWNLOAD LABELS TO CUT AND PASTE ONTO YOUR SEALED BID RESPONSE ENVELOPE, BOX, OR EXPRESS CARRIER PACKAGE BY CHOOSING ATTACHMENT 1 FROM THE INTERNET AT:

https://dekalbschoolsga.ionwave.net/Login.aspx

BID RESPONSES MUST BE SUBMITTED SEALED, CORRECTLY ADDRESSED AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS BID DOCUMENT.

BOXES OR EXPRESS CARRIER PACKAGES CONTAINING SEALED BID RESPONSES MUST ALSO BE CORRECTLY ADDRESSED AS SHOWN ON THE INVITATION TO BID COVER SHEET AND IN COMPLIANCE WITH THE DETAILED INSTRUCTIONS STATED INSIDE THIS BID DOCUMENT.

BIDS RECEIVED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

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NOTICE TO BIDDERS

FOR SECURITY REASONS, ALL VENDORS ATTENDING BID OPENING MUST REGISTER AT THE SECURITY STATION FIRST FLOOR FRONT DESK AT 1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083 BEFORE ATTENDING BID OPENING.

ALL BIDDERS SUBMITTING BIDS IN PERSON MUST HAVE THEIR SEALED BIDS DATE AND TIME STAMPED UPON DELIVERY TO THE PURCHASING DEPARTMENT BY A PURCHASING DEPARTMENT REPRESENTATIVE, AND SEALED BIDS MUST BE LEFT IN THE CARE OF A PURCHASING DEPARTMENT REPRESENTATIVE. PURCHASING DEPARTMENT REPRESENTATIVES WILL ISSUE RECEIPTS FOR BID SUBMITTALS IF REQUESTED.

SEALED BIDS LEFT RANDOMLY IN THE BUILDING, THE FINANCE DEPARTMENT, OR THE PURCHASING DEPARTMENT WITHOUT BEING DATE AND TIME STAMPED OR WITHOUT ENSURING A PURCHASING DEPARTMENT REPRESENTATIVE TAKES POSSESSION OF SAME SHALL BE CONSIDERED NON-RESPONSIVE.

ANY CLAIM BY PROPOSING ENTITY OF ERROR IN THEIR PROPOSAL MUST BE MADE BEFORE PROPOSALS ARE OPENED, OR THE CLAIM SHALL BE DEEMED WAIVED. ANY PROPOSING ENTITY MAY WITHDRAW THEIR PROPOSAL AT ANY TIME BEFORE THE TIME AT WHICH PROPOSALS ARE DUE AND THE REQUEST FOR PROPOSALS IS CLOSED AND, HAVING DONE SO, NO PROPOSING ENTITY WILL BE PERMITTED TO RESUBMIT A PROPOSAL.

____

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

GENERAL INFORMATION AND INSTRUCTIONS

GROCERY PRODUCTS BID

The following instructions and conditions are in addition to and are a part of the instructions and conditions that appear on the DeKalb County Board of Education "Bid Instructions and Conditions" form and shall govern the selection of grocery products furnished and delivered to the DeKalb County School District.

Prices are to be quoted by the "Unit" (case) and total price for each item bid. Prices quoted shall be net including transportation and delivery charges fully prepaid by the contractor F.O.B. Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084-6799.

Your proposal must be submitted in strict accordance with the specifications contained herein for each item.

SPECIFICATIONS

All items bid shall meet specifications as set forth in the DeKalb County School District "Specifications for Grocery Products" so designated on the bid form with specifications' number.

Grades and other requirements specified for items are based on current United States Standards and Federal Specifications, as applicable. Drained weights, Brix values and other related values, as applicable to the items listed in these specifications shall be those required by United States Standards and Federal Specifications in effect at the time of this bid.

When Federal or other specifications are cited herein, it shall be understood that the latest edition in effect on the date of the Invitation to Bid shall apply, unless otherwise specified.

All canned fruits and vegetables covered by specifications for Grocery Products as issued by the DeKalb County School District Purchasing Department shall be unconditionally guaranteed as to represented grade.

When quality is questioned, the successful vendor will furnish the DeKalb County School District, on request, United States Department of Agriculture Certificates of Grade. Any expense incurred in obtaining grade certification is the responsibility of the vendor. If the product is found to be below the grade specified, it shall be replaced by the vendor.

Items that do not meet specifications will be rejected.

Bidders are not restricted by these specifications from bidding on grades or products which exceed the minimum requirements specified; however, that factor will not be considered when making awards, if a product meeting the specified requirements is available at a lower cost.

Samples may be requested of the successful bidder(s). You will be notified if samples are needed.

Bidders are to submit complete nutritional information on each product to include calorie's, protein grams, vitamin A % RE or IU, vitamin C % mg, calcium % mg, total fat grams, saturated fat grams, carbohydrates grams, dietary fiber grams, cholesterol milligrams, and sodium in milligrams.

All products delivered shall have been processed and packed in accordance with good commercial practice.

Only domestic products will be considered unless product is not available domestically or price of domestic product is prohibitive. Non-domestic bids will be identified by bidder.
Items will be delivered according to enclosed delivery schedule. Deviations from this schedule will not be accepted without consent from the Product Buyer (Janet Stone) prior to delivery.

All products delivered shall be from the current year's pack. Supplier must provide the Product Buyer with a pack code example so identification of pack year is possible.
All lots shall bear commercial labels. Bidder shall indicate on the bid form the brand or trade name by which the

product offered is identified, the Packer, and Region of Pack. If pack size is different from spec, Bidder will indicate this on bid sheet.

All cases and individual containers shall be in good condition and shall, under proper storage conditions, have a shelf life of at least six (6) months. Contractor guarantees products against swells for a period of six (6) months after delivery. All items shall be properly labeled showing the brand or trade name, correct contents, size or weight designation of container, and any other necessary identifying information usually used by the vendor, plus any special information which may be required by these specifications and the Invitation to Bid. Labels must be printed paper or printing by the silk screen, lithograph, or baked enamel process. Rubber stamp or typewritten labels are not acceptable. Labels must be on sides of containers and not on top, except as otherwise noted.

Rusted and badly dented containers will not be accepted. All items shall meet the U.S. Standards for Condition of Food Containers.

Unless specifically stated otherwise, all cans shall be well filled. Slack filled cans are not acceptable.

LAWS

All edible grocery products furnished to the DeKalb County School District shall comply with the latest standards and regulations established by Federal Laws, including the Federal Food, Drug, and Cosmetic Act and the United States Department of Agriculture, for the grade specified; except for canned fish items which shall comply with the latest standards and regulations established by Federal Law, including the Federal Food, Drug, and Cosmetic Act and the United States Department of Commerce.

In the event that the instructions, conditions, and specifications of the DeKalb County School District exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said DeKalb County School System shall have control.

METHOD OF AWARD

Only one award will be made:

1) canned items The vendor who meets specifications and bids the lowest on the portion packaged (individual) items and the

The decision of the DeKalb County School District Purchasing Department shall be final.

DELIVERIES

All deliveries made to the DeKalb County School District warehouse must have purchase order number on all related documents (i.e. invoices, bills of lading, packing slips, delivery receipts, waybills, etc).

No dockside delivery.

ALL ITEMS BEING SHIPPED TO THE WAREHOUSE MUST BE PALLETIZED ON GOOD 4-WAY PALLETS. Size 40” x 48” x 4”. The maximum weight per pallet is not to exceed 2,500 pounds. PALLET SWAP IF POSSIBLE. **NO MIXED ITEMS WILL BE ACCEPTED ON PALLETS**. **MUST HAVE SAME PRODUCTS ON SAME PALLETS**. **ALL PALLETS MUST BE SHRINK-WRAPPED.**

All items must be in prime condition at the time of delivery.
No substitutions (items, brands, grades, etc.) are to be made without the prior consent of the product buyer. Any substitution without prior consent will be refused.

All deliveries made to the warehouse must have a delivery appointment. Contact the School Nutrition Logistics Technician (Bobby Starks) at (678) 676-1796 to request a delivery appointment.

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

BILLING

Invoices shall be sent to the DeKalb County School District, School Nutrition Department, 1780 Montreal Road, Tucker, GA 30084 shall be in accordance with the bid, and shall show the Purchase Order Number.

PAYMENT

Payment will be made within 30 days of invoice date and approval to pay received from the School Nutrition Department except when the district is closed for the holidays.

Specification No.	Item Description	Item No.
	CANNED FRUITS unless otherwise noted. **DOMESTIC ONLY**; IF AVAILABLE.	
45-10500	**Applesauce** Color Type: Natural Flavor Type: Natural Type: Unsweetened Style: Regular Grade: United States Grade A (Fancy) Pack Size: 6#10 Brand: Applesnax or Approved Equal	**(1)**
45-10520	**Fruit Cocktail** Packing Media: Light Syrup Fruit Ingredients, Style and Proportion: Should contain fruits in not less than nor more than the following percentages: -30% to 50% diced peaches, any yellow variety -25% to 45% diced pears, any variety -6% to 16% diced pineapple, any variety -6% to 20% whole grapes, any seedless variety -2% to 6% cherry halves, any light sweet or artificial red variety. Grade: US Grade A Pack Size: 6#10	**(2)**
45-10535	**Mandarin Oranges** Style: Whole Sections (Intact Segments, Medium Size) Packing Media: Citrus Juice or Light Syrup Grade: United States Grade A (Fancy) Pack Size: 6#10	**(3)**
45-10545	**Peaches** Type: Yellow Clingstone Style: Sliced Packing Media: Light Syrup Irregular cuts will not be accepted. Grade: United States Grade A (Fancy) Pack Size: 6#10	**(4)**
45-10555	**Pears - Bartlett** Style: diced Packing Media: Light Syrup Grade: United States Grade A (Fancy) Pack Size: 6#10	**(5)**
45-10570	**Pineapple** Style: Tidbit Packing Media: In juice or Light Syrup Grade: United States Grade A (Fancy) DOMESTIC ONLY, unless price prohibitive. Port Royal (china) tidbits not acceptable. Pack Size: 6#10	**(6)**

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

Specification No.	Item Description	Item No.
	CANNED VEGETABLES DOMESTIC ONLY; IF AVAILABLE.	
45-10600	**Green Beans** Style: Cut - Minimum 1-1/2 inch cuts Size: Mixed 2, 3, 4, sieve Reduced Sodium Grade: United States Grade A (Fancy) Pack Size: 6#10	(7)
45-10695	**Loaded Baked Mashed Potatoes** Reduced Sodium with Vitamin C Pack Size: 12/31 0z bags Brand: Idahoan or approved equivalent.	(8)
45-10690	**Sweet Potatoes** Cut, packed in light syrup Grade A Fancy Pack Size: 6#10	(9)

SUPPLIER NAME/CERTIFYING OFFICIAL SIGNATURE

BID SHEET

SPEC #	ITEM	UNIT & PACK	BRAND	PACKER	REGION OF PACK	Estimated Usage	UNIT PRICE	TOTAL PRICE	ITEM NO.
45-10500	Applesauce	6#10				7,616			**1**
45-10520	Fruit Cocktail	6#10				14,280			**2**
45-10535	Orange Sections	6#10				17,136			**3**
45-10545	Peaches, Yellow Cling Sliced	6#10				10,472			**4**
45-10555	Pears, Bartlett , Halves	6#10				7,616			**5**
45-10570	Pineapple, Tidbit	6#10				10,472			**6**
45-10600	Green Beans	6#10				4,480			**7**
45-10695	Loaded Baked Mashed Potatoes	12/31 oz bags				1,000			**8**
45-10690	Potatoes, Sweet	6#10				3,584			**9**

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

PLEASE NOTE SPECIAL DELIVERY INSTRUCTIONS:

	TOTAL CASES NEEDED	Week 7/10/23	Week 8/7/23	Week 9/11/23	Week 10/9/23	Week 11/19/23	Week 12/4/23	Week 1/8/24	Week 2/5/24	Week 3/4/24	Week 4/8/24
Applesauce	7,616	952	X	952	952	952	952	952	X	952	952
Fruit Cocktail	14,280	1904	1904	1904	952	1904	952	952	952	1904	952
Orange Sections	17,136	1904	952	1904	1904	1904	952	1904	1904	1904	1904
Peaches, Yellow Cling Sliced	10,472	1904	952	952	952	952	952	952	952	952	952
Pears, Bartlett, Halves	7,616	952	952	952	952	952	X	952	952	952	X
Pineapple, Tidbits	10,472	1904	952	952	952	952	952	952	952	952	952
Beans, Green	4,480	895	X	X	895	895	X	892	X	895	X
Potatoes, Loaded Mashed	800	100	100	100	X	200	X	100	X	200	X
Potatoes, Sweet	3,584	895	X	X	895	895	X	895	X	X	X

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

Buy American Act

As a sponsor of the National School Lunch and breakfast Programs, DeKalb County School Nutrition Program will consider only applicable products which comply with the requirement of the Buy American Act -7CFR 210.21(d).
Buy American Act - 7 CFR 210.21: Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
Buy American. Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means:

1. An agricultural commodity that is produced in the United States; and
2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

The report accompanying- the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Food products produced in the U.S. are defined as an unmanufactured (raw) food product produced in the U.S., or a food product that is manufactured in the U.S. In case of unavailability of domestic product due to seasonably available quality or quantity or costs significantly higher, non- domestic product can be purchased on product-by-product basis.

Exceptions to Buy American provision are very limited; however, an alternate or exception may be approved upon request. To be considered for an alternate or exception, the request must be submitted in writing to the Executive Director of School Nutrition, a minimum of 7 day(s) in advance of delivery. The request must include the following:

1. Alternative substitute(s) that are domestic and meet the required specification(s):
   a. Price of the domestic food alternate
   b. Availability of the domestic alternative substitution in relation to the quantity ordered

2. Reason for exception: limited/lack of availability or price (include price)
   a. Price of the domestic food product and
   b. Price of the non-domestic product that meets the required specification of the domestic product.
   If domestic product becomes unavailable, the contractor will provide 7 days notification. Included in the notification will be current market price of original product and market price of substituted product. Market price will come from a "third party market report".

Signature of Supplier Representative: ___________________________________ Date: _____________
(Supplier Name/Certifying Official Signature)

FOOD RECALLS AND BIOSECURITY 7 CFR 250

Vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Vendor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

Vendor will provide the food recall contact person and the backup person's contact information to the school nutrition director or designee by completing the chart below. Food recall procedures can be found in 7 CFR 250.

Food Recall Contact Information:

Company Name	
Contact Name	
Phone Number(s)	
E-mail address	
Back-Up Contact Name	
Phone Number(s)	
E-mail address	
School System Name	
School Nutrition Contact Name	
Phone Number(s)	
E-mail address	
Back-Up School Nutrition Contact Name	
Phone Number(s)	
E-mail address	

Biosecurity
Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _______ ***(Initial here):*** Offeror declares under penalties of perjury that, Offeror has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [**Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded**];

or

(b) _______ ***(Initial here):*** Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [**Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded**];

or

(c) _______ ***(Initial here)*** Offeror is an *individual* who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such *individual* and thus does not have to provide an affidavit.

3) _____ ***(Initial here)*** Offeror will not employ or contract with any subcontrator in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) _____***(Initial here)*** Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

____

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

5) ______***(Initial here)*** Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq*. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

________________________________ ________________________________
Signature Date

________________________________ ________________________________
EEV/Basic Pilot Program Date of Authorization
User Identification Number

Firm Name: ____

Street/Mailing Address: ____

City, State, Zip Code: ____

Telephone Number: ____

Email Address: ____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF____________________**,** 20____

____
Notary Public
My Commission Expires:____________________

DEKALB COUNTY SCHOOL DISTRICT
Bidder E-Verify Affidavit

By executing this affidavit, the undersigned offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** 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 by federal law and regulation. Furthermore, the undersigned offeror will continue to use the federal work authorization program throughout the contract period. Offeror 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 Project: ______________________________

Solicitation Number (if applicable): ______________________________

Name of Public Employer: **DeKalb County School District**

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 Agent: ______________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20__.

Notary Public ______________________________

My Commission Expires: ______________________________

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT
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 the **DeKalb County School District** 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 Subcontractor: ______________________________

Name of Project: ______________________________

Solicitation Number (if applicable): ______________________________

Name of Public Employer: **DeKalb County School District**

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 Agent: ______________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20__.

Notary Public ______________________________

My Commission Expires: ______________________________

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

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

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 under a contract with ____ on behalf of the **DeKalb County School District** 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 (5) business days of receipt. 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: ______________________________________

Solicitation Number (if applicable): ______________________________________

Name of Public Employer: **DeKalb County School District**

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 Agent: ______________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20__.

Notary Public ______________________________________

My Commission Expires: ______________________________________

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT
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 for ____ and ____ on behalf of the **DeKalb County School District** 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 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 ____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five business days of receipt. 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: ____________________________________

Solicitation Number (if applicable): ____________________________________

Name of Public Employer: **DeKalb County School District**

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 Agent: ____________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20__.

Notary Public ____________________________________

My Commission Expires: ____________________________________

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(7 C.F.R. Pt. 3018, App. A)

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 of Lobbying Activities," in accordance with its instructions.

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

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

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 of Lobbying Activities," 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.

______________________________ ______________________________

Organization Name **PR/Award Number or Project Name**

______________________________ ______________________________

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

______________________________ ________________

Signature(s) **Date**

____

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the institution or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Name (M).

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ (a) contract (b) grant (c) cooperative agreement (d) loan (e) loan guarantee (f) loan insurance	**2. Status of Federal Action** ☐ (a) bid/offer/application (b) initial award (c) post-award	**3. Report Type:** ☐ (a) initial filing (b) material change **For Material Change Only:** year ______ quarter ______ date of last report ________

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ________, if known: Congressional District, *if known*:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ____________________
8. Federal Action Number, *if known*	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services (*including address if different from No. 10a*) (last name, first name, MI):**

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (*check all that apply*): $___________________ ☐ actual ☐ planned	**12. Type of Payment (*check all that apply):*** ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: ______________________
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature ________________ value ________________	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** ______________________ **Print Name:** ______________________ **Title:** ______________________ **Telephone No.:** ______________ **Date:** ____________
Official Use Only	**Authorized for Local Reproduction** **Standard form – LLL**

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB 0348-0046

Reporting Entity:______________________________________ Page _________ of _________

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____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

School Nutrition Federal Funding General Conditions

Table of Contents

EXAMPLE CLAUSES THAT SHOULD BE INSERTED INTO THE TERMS & CONDITIONS OF SFA CONTRACTS

1. Debarment and suspension verification ($25K+)

Debarred, Suspended, and Ineligible Status.

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

2. Escalation/de-escalation clause (if applicable)

Note: The escalation clause of a contract should identify the index selected by its complete title and any identifying code. Fixed-price contracts with economic price adjustments can be used when there is serious doubt concerning the stability of the market or labor conditions that will exist during an extended period of contract performance.

Example:

If during the performance of this contract, the price of ____ significantly increases, through no fault of contractor, the price of ___ under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding ___ percent (___%) experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of ___ under this agreement is delayed, through no fault of contractor, as a result of the shortage or unavailability of ___, contractor shall not be liable for any additional costs or damages associated with such delay(s).

OR

Every 3 months (quarterly) during the performance of this contract beginning on the day the contract is signed, the price (s) of _______ shall be adjusted to include the ____% of increase or decrease of ______ item(s) for that quarter. The prices shall be tied to the __________ Index for the term of this contract.

3. Contract Term clauses including renewal clause

Examples:

Contract Term. The Contract between the SFA or _____ County Board of Education and the Contractor shall begin and end on the dates specified in the Invitation For Bid, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

Contract Renewal. The SFA or _______County Board of Education shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the SFA, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the SFA and the Contractor.

Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the SFA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the SFA a continuous supply of the identified goods and services.

4. Buy American

Example:

Buy American Act - 7 CFR 210.21-

Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. Buy American —(1) Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means— (i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

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

(ii) The School Food Authority determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; **(iii)** The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the 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 Contractor in default of its obligations under the Contract:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the 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 Contractor;

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

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or Evans County Board of Education law or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become

insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
(v) The Contractor has failed to comply with applicable federal, Evans County Board of Education and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
(vi) The Contractor has engaged in conduct that has or may expose the School Food Authority or the Evans County Board of Education to liability, as determined in the School Food Authority's sole discretion; or
(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Evans County Board of Education, or a third party.
c. Notice of Default. If there is a default event caused by the Contractor, the School Food Authority shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the 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 Contractor; 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 Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the 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 Contractor 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 Contractor 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 Contractor'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 Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
g. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:
(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the 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 Contractor;
(iii) Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
(iv) Cooperate in good faith with the School Food Authority, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
(v) Immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Contractor.

6. Clean Air/Clean Water statement ($100K+)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the **Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification**. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
Compliance with Federal Clean Water Act - section 508 - (33 U.S.C. 1368) and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15) (for contracts, subcontracts, and subgrants of amounts in excess of $100,000)

7. Civil Rights statement

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

8. Record retention requirement (5 years per Sec. of State) and access to files

Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the __________ County Board of Education throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the ________ County Board of Education or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of Federal or State government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the _______ County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities

9. Equal Employment Opportunity compliance Statement ($10K+)

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.

10. Energy policy and conservation Act statement

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

11. Assurance that affirmative steps are taken to use minority firms, women's enterprises and labor surplus area firms

Example:

It is the intent of the _________ County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

12. Protest procedures

Example:

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Purchasing Manager, ______________ as the acting protest official of the _________ County Board of Education at ___________________, GA _____. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- The name, address, and telephone number of the protester; Page 7
- 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.

13. Stipulation that awards will be made only to R&R bidders

Example:

AWARD TO LOWEST RESPONSIVE, RESPONSIBLE BIDDER

The ____________ Board of Education reserves the right to award to the lowest responsive, responsible bidder. This may result in awards to other than the lowest bidder, or to reject any and all bids, if such action would result in the "best value" for the _________County Board of Education.

____

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

14. Non- Collusion

Non-Collusion Statement

"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 respect fair and without collusion or fraud. I understand that 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 bid, and certify that I am authorized to sign this bid for the bidder. (O. C. G. A. 50-5-67). I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." Contractor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs - 7 CFR Part 3015 to CFR Parts 3016 and 3019

15. Copyrights and Patents (to be included in contracts for purchases over minimum bid threshold)

Example:

48 CFR-Chapter 1-Subchapter H- Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The Contractor shall report to the Contracting Officer, 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 Contractor 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 Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor 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 Contractor 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 Contractor 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 Contractor;

(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 Contractor, unless required by final decree of a court of competent jurisdiction.

2 CFR Appendix II to part 200, Section F – Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Example:

Any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all copyright interests in said works will vest in the Department or School Food Authority upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of this Contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the Department or School Food Authority. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are clearly marked with a copyright notation indicating the Department or School Food Authority as the sole copyright owner. All rights and ownership of materials produced under or as a result of this Contract shall become the property of the Department or School food Authority upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of this Contract shall be delivered to, become and remain the property of the Department or School Food Authority upon termination or completion of this Contract. The Department's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract and requirements and regulations pertaining to copyrights and rights in data.

16. 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 subawards at all tiers (including subcontracts, subgrants, 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.

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

CLIENT REFERENCES

(You are required to copy this form and use one form per reference.)

Attach and label "Respondent's Client References."

____
Supplier Name Providing Reference

____
Address City/State/Zip

____
Name of Contact Person

____
Telephone Number of Contact Person

____
Email Address of Contact Person

____
Date of Relationship

Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.

____
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

REQUIRED SUBMITTALS/DOCUMENT CHECKLIST

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation will cause the submission to be declared non-responsive and rejected. **Failure to sign this document at all signature lines will cause the submission to be declared non-responsive and rejected.**

Bidders are required to submit one (1) original, one (1) duplicate copy and one (1) pdf (CD or flash drive) of their solicitation response. One (1) duplicate copy and one (1) pdf (CD or flash drive) are required to be submitted with the original in a sealed package. Responses to this Invitation to Bid must be submitted on 8½" x 11" single-sided stock, in accordance with the directions outlined on **page 2** of this document. All submittals must include the following items listed below in order to be considered responsive:

- This Invitation to Bid No. 24-397, School Nutrition Grocery Products, must be the first document in the submission. This document consists of pages 1-50 and is located at:

  https://dekalbschoolsga.ionwave.net/Login.aspx

- Addenda – Each individual addendum must be printed, signed, and inserted immediately following the solicitation document
- Signature on all pages where required
- Certificate of Insurance
- Bid Prices
- No Obligation/No Order(s) Guaranteed/Cost to Bid
- Small and Minority Businesses and Women's Enterprises
- Suspension and Debarment
- Non-Collusion
- Conflict of Interest
- Compliance with Environmental Laws and Regulations
- Energy Efficiency
- Certification of Bid Price
- Buy American Act
- References
- Audited Financial Statement
- Georgia Security and Immigration Compliance Act
- Debarment, Suspension and Ineligible Status
- Civil Rights Assurance
- USDA Nondiscrimination Statement
- Required Contract Provisions
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Disclosure of Lobbying Activities
- Copy of Business License
- One (1) original, one (1) copy of bid and one (1) CD (pdf or flash drive) of bid

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

END

OF

SOLICITATION

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE