

Bibb County School Nutrition Program
INVITATION FOR BID (IFB) MILK AND DAIRY PRODUCTS
IFB #: 24-009

Invitation For Bid Timeline	
Bid Issue Date	08/30/2023
Final Date for Written Questions	09/18/2023 @ 8 am, EST
Bid Due Date and Time	10/02/2023 @ 9 am, EST
Bid Due Location	BONFIRE
Bid Opening Location	N/A
Award Date (per award letter)	10/30/2023
Installation or Start Date	11/01/2023
Name of Awardee (completed after contract is awarded)	10/30/2023

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To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

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DEFINITIONS

Addendum: A change, addition, alteration, correction or revision to a bid or contract document.

Bidder: A firm, individual, or corporation submitting a bid in response to this IFB.

Bid Unit: The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contract Documents: Consist of the Agreement between the School Nutrition Program and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item: Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package, or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product: A dry product that does NOT require freezing or refrigeration.

Invitation for Bid (IFB): A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost, and the expectation is that competitive bids will be received, and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed-price contract with or without adjustment factors. The IFB must be publicly advertised, and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

NSLP: National School Lunch Program

Pack size: With some items, the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and provide a cost for purchase unit.

Purchase Unit: The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

SBP: School Breakfast Program

SFA: School Food Authority (also known as School Nutrition Department)

Solicitation: A document used by the School Nutrition Program to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

Vendor: The provider of the goods and/or services under the Contract.

SECTION 1 TRANSMITTAL PAGE

The Bibb County School District (BCSD) Food Authority (SFA) is requesting sealed bids for School Nutrition for Milk and Dairy Items. Bids are due by the date, time, and location shown on the Timeline chart on the first page of the Invitation to Bid. Bids will be opened at the date, time, and location shown on the Timeline chart on the first page of the Invitation to Bid.

All bid documents should be submitted electronically via Bonfire <https://bcsdk12.bonfirehub.com/portal/?tab=login>.

Questions regarding this Invitation for Bid shall be directed to:

Bibb County School District
Procurement Services
4580 Cavalier Drive
Macon GA, 31220

478-779-3526

INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver products to the Bibb County Board of Education, School Nutrition Program through sealed bids. School food authorities shall comply with the requirements of 7CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and services with nonprofit school food service account funds.
- b) The SFA seeks to identify and select one or more vendors to provide the items as listed in Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The SFA reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the SFA.

I. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence and terminate on the dates shown on the Invitation for Bid Timeline (found on the cover page).
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form.
- c) **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form. (Usually 1-year term with the option to renew 4 additional 1-year terms based on vendor performance.)

II. **BID SUBMISSION PROCEDURES**

The BCSD SFA is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the School Nutrition Program.

- a) Bids must be submitted electronically via Bonfire for **"Milk & Dairy Items" "IFB # 24-009 for BIBB COUNTY SCHOOL DISTRICT SCHOOL NUTRITION"**.
- b) Bids must be received by the SFA no later than the date shown in the IFB Timeline on page #1.
- c) Late bids shall not be accepted. BCSD SFA shall not be responsible for late receipt of bids. All bid documents should be submitted electronically via [Bonfire](#). **Emailled and/or faxed bids are not acceptable** and will not be considered for SEALED BIDS.
- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the SFA's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the SFA.
- e) The SFA has the right to waive any and all informalities.

III. **BID OPENING DATE/TIME/PLACE**

Bids will be opened at the date, time and location shown on the Invitation for Bid Timeline on page 1.

IV. **AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period and in accordance with terms listed within the Escalation/De-escalation Clause, if applicable.
- b) The award of this IFB is contingent upon available budget funds and approval of the Bibb County Board of Education.
- c) The School Nutrition Program will award the contract to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the School Nutrition Program to the successful Bidder after bid selection and prior to contract award.

- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the SFA shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the SFA and the Bidder concerning the transactions.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

V. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by the Bibb County School District SFA. All inquiries, clarifications, or interpretations regarding this IFB should be directed by email to:

Executive Director of Procurement: Elaine M Wilson-Beverly
E-mail address: elaine.wilson@bcsdk12.net

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this IFB until the date shown on page #1 of this IFB, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VI. VENDOR CONTACT INFORMATION

Vendor Company Name	Thomaston Milk Company, Inc.
Street Address	308 E. Main st.
City, State, Zip	Thomaston, GA 30286
Contact Person	Michael Coe
Telephone	(706) 647-7144
Email address	thomastonmilkcompany@aol.com

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the BCSD SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per 2 CFR 200 Appendix II Section I - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors 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 2 CFR 200.213.

The Vendor certifies that the Vendor and/or any of its sub-vendors 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 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. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Vendor will immediately notify the School Food Authority if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. See Attachment F

By signing this agreement, the Vendor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. BUY AMERICAN STATEMENT (Food only) (7 CFR Part 210.21(d))

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act - 7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Buy American:

- 1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means:
 - a) An agricultural commodity that is produced in the United States; and
 - b) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by the SFA upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SFA, a minimum of **14 day (s)** in advance of delivery. The request must include:

- 1) Alternative substitute(s) that are domestic and meet the required specifications:
 - a) Price of the domestic food alternative substitute(s); and
 - b) Availability of the domestic alternative substitute(s) 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.

By signing this document, the vendor certifies that all domestically identified products listed within the response to the attached specifications were processed in the U.S. and contain over 51% of their agricultural food components, by weight or volume, from the U.S. Any response listing a non-domestic product will include a valid resource to verify that the non-domestic good is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality within the U.S.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

- i. In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 - ii. The BCSD SFA determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 - iii. The Vendor fails to comply with confidentiality laws or provisions; and/or
 - iv. The Vendor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.
- b) **Termination for Cause-** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the BCSD SFA to declare the Vendor in default of its obligation under the Contract:
- i. The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
 - ii. The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - iii. The Vendor fails to make substantial and timely progress toward performance of the Contract;
 - iv. The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the BCSD SFA reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - v. The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - vi. The Vendor has engaged in conduct that has or may expose the BCSD SFA or the State to liability, as determined in the BCSD SFA's sole discretion; or
 - vii. The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the BCSD SFA, the state, or a third party.

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

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

ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor, and/or,

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

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

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

- i. The BCSD SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the Bibb County SFA; and/or
- ii. The BCSD SFA'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 BCSD SFA, the SFA shall pay only those amounts, if any, due and owing to the Vendor for goods and services actually rendered up to and including the date of termination of the Contract and for which the BCSD SFA is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the BCSD SFA under the Contract in the event of termination. The BCSD SFA shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Vendor's Termination Duties- Upon receipt of notice of termination or upon request of the BCSD SFA, the Vendor shall:

- i. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the BCSD SFA may require.
- ii. Immediately cease using and return to the Bibb County SFA any personal property or materials, whether tangible or intangible, provided by the BCSD SFA to the Vendor.
- iii. Comply with the BCSD SFA's instructions for the timely transfer of any active files and work product by the Vendor under the Contract.
- iv. Cooperate in good faith with the BCSD SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor and
- v. Immediately return to the BCSD SFA any payments made by the BCSD SFA for goods and services that were not delivered or rendered by the Vendor.

V. HUB (Historically Underutilized Business) STATEMENT

It is the intent of the Bibb County Board of Education/SFA to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals, or noncompetitive proposals (2 CFR 200.321). Positive efforts include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$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.

(Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

VII. 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).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$150k)

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. Vendor 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. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. CIVIL RIGHTS STATEMENT AND ASSURANCE

The Bibb County Board of Education hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- x. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- xi. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Bibb County Board of Education agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Bibb County Board of Education, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Bibb County Board of Education.

Signature: 

Title: COO

Printed Name: Michael Coe

X. RECORD RETENTION AND ACCESS CLAUSE

The Vendor 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 Bibb County Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor 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 Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Bibb County Board of Education reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

- a) Any protest shall be in writing and shall be delivered to the Bibb County Board of Education designated Protest official at the designated Bibb County Board of Education. A protest of a solicitation shall be received

by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
 2. The signature of the protestor or an authorized representative of the protestor;
 3. Identification of the purchasing agency and the solicitation or contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 5. The form of relief requested.
- b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.
- c) The Bibb County Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. 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 per 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." See Attachment I

XIII. CODE OF CONDUCT

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer, or agent of the Bibb County Board of Education shall participate in selection or in award or administration of a contract supported by the School Nutrition Program funds if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above.

Further, the employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for individual use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above states code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Department. The Board of Education/SFA will not be

responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

XVI. VELOCITY REPORT (where applicable)

Vendor shall supply a velocity report to the School Nutrition Director upon request. It must include Year to Date totals of individual items purchased.

XVII. VENDOR AFFIDAVIT (under O.C.G.A. § 13-10-91(b) (1))

Vendor verifies its compliance with O.C.G.A. § 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify, by completing Attachment J.

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment)

The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.

The successful bidder(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall.
- public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year.

Bidder(s) will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

II. PROPRIETARY INFORMATION

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released, and the school district shall not be held liable.

III. TRADE NAME, LABELS AND OTHER REQUESTS (Where applicable)

- a) All items shall be properly labeled. No private labels will be accepted on commercial products.
- b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive or CD separate from the bid and marked "NUTRITIONAL INFORMATION". Or website access must be provided, complete with login information and web address for access with bid documents.
- c) **FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS**
 - In the event of loss of state or federal funds due to bidder(s) failure to meet CN Label/Product Analysis Requirements, the bidder(s) shall reimburse losses to District.

IV. EQUIVALENT/ALTERNATE PRODUCTS

Equivalent/alternate products must be bid on items where brand name or equal is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate/equivalent products shall be provided upon request as indicated below.

The following should be provided with the bid documents for all alternate/equivalent items bid:

1. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, product label, quantity per case, case weight and item number.
2. Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
3. Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
4. Supplier will provide the same guarantee for the equivalent/alternate item as they would for specified product indicated in the bid documents.

V. METHOD OF PAYMENT and PRICING INFORMATION

- a) Prices: All prices offered shall be firm against any increase for 365 days from the date of the contract award. Subsequently, the SFA may entertain a request for escalation/de-escalation on an annual basis. These price adjustments must be based on changes in market conditions and verified in accordance with the most recent publication from a valid third party. Such as:
 - USDA Agricultural Marketing Service (AMS) Report,
 - Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics,
 - Class I raw milk prices based on monthly USDA Federal Milk Order announcements for the applicable geographical zone (may wish to include additional stipulations for milk within this clause),
 - And/or other valid third party.

Request for price increases and/or decreases must be submitted to the SFA 90 days prior to taking effect. The aforementioned third-party publication/documentation must accompany requested price increases. The SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 5% of the awarded price of each product, the SFA reserves the right to provisionally purchase the product from another source if an equal and more reasonably priced option can be acquired, based on specifications. This clause also obligates vendor to provide price decreases from de-escalation on the same terms.

If administrative/operational fixed fees are also significantly affected by market conditions during periods of unprecedented economic instability, that are beyond the control of either the SFA or the vendor, a fixed fee price adjustment can also be increased up to 15 % on an annual basis. This fixed fee price increase must be verified by the current applicable CPI, such as the monthly CPI motor fuel index for times when fuel prices unexpectedly increase rapidly. The publication/documentation must accompany associated requested

increases.

- b) The successful Bidder warrants that the bid price(s), terms, and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period in accordance with terms listed within the Escalation/De-escalation Clause, if applicable.
- c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Separate fuel charges will not be added to invoices.
- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The School Nutrition Program will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
- f) Invoicing
 - i. Invoices, at minimum, shall consist of the following information:
 - 1. Delivery location and date of delivery
 - 2. Item description and cost
 - 3. Extended cost for total quantity purchased
 - 4. Total cost of all products purchased
 - ii. Monthly statements will be broken down by school invoice and mailed to the Bibb County School District Executive Director of School Nutrition

VI. METHOD OF SHIPMENT/DELIVERY (where applicable)

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered Freight on Board (F.O.B) to addresses as indicated on Attachment D.
- c) In an emergency situation in which the School Nutrition Program requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the School Nutrition Program has the option to purchase those goods from another source with no penalty to either party.
- d) Delivery schedules that fall on a holiday will be made the following business day unless other arrangements have been made and agreed upon by both parties.
- e) Delivery of product(s) must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.
- f) Two invoices are to be provided and must be reviewed and signed at the time of delivery, and if any discrepancies are noted during delivery, those will be initialed and dated by the driver and school nutrition employee receiving the order.

The Three Strikes Rule: (if applicable and warranted)

- 1) After vendor's first offense of providing sub-par quality product, late delivery and/or poor customer service, the School Nutrition Program will call vendor to report contract violation. The SFA will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- 2) After vendor's second offense of providing sub-par product, late delivery, and/or poor customer service, the SFA will send a certified notice to the vendor documenting that this is the second offense, and a third offense will result in termination of the contract for cause. If the offense is providing sub-par product, then the vendor agrees to pay the School Food Authority to purchase quality product at the vendor's expense.
- 3) After the vendor's third and final offense of the aforementioned, the SFA will terminate the contract for cause in writing via email and regular mail, copying the District Purchasing Compliance Officer.

VII. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the School Nutrition Program's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature and extent of non-compliance.

In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the School Nutrition Program's opinion, the best overall solution to meet the School Nutrition Program's specifications.

- b) The School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line-item basis in any combination that best serves the interest of the School Nutrition Program.

VIII. SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. **Substitutions may be made only with prior approval of the Director of School Nutrition.** All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost as the original awarded item.

IX. ADDITIONAL BID INSTRUCTIONS

- a) **Bid Modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid Withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition SFA before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

- c) **Addendum** -If clarification of the specifications/instructions is required the request shall be made in writing no later than the time and date specified on page 1 of the IFB. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening.

d) **Bid Examination**

- i. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii. Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

e) **Rejection or Disqualification of Bids**

- i. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed and dated, may be rejected as non-conforming.
 - ii. The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the School Nutrition Program's issuance of a written notice of such irregularities.
 - iii. The School Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
 - iv. Issuance of this IFB in no way constitutes a commitment by the School Nutrition Program to award a contract. The School Nutrition Program reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the School Nutrition Program.
 - v. Any Bidder who has demonstrated and documented poor performance during a current or previous agreement with the School Nutrition Program may be considered a non-responsible Bidder and their bid may be rejected. The School Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.
 - vi. The School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the School Nutrition Program.
- f) **Evidence of Financial Capabilities (not required - best practice)** - After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by

the SFA. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

- g) **Offer Acceptance Period** – Bids received are an irrevocable offer for 60 days after the bid opening time and date.

X. ORDERING INFORMATION

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made upon a mutually agreed time.

b) **Inspection** - Upon delivery of product(s), the item(s) will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product(s) must be picked up immediately.

c) **Emergency orders** - In an emergency situation in which the Vendor cannot provide the supplies within the emergency delivery period, the School Nutrition Program has the option to purchase those supplies from another source with no penalty to either party.

XI. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the School Nutrition Program and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

XII. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the School Nutrition Program, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the School Nutrition Program.

XIII. INDEPENDENT VENDOR AND INDEMNITY

The vendor shall act as an independent Vendor and not as an employee of the School Nutrition Program. Vendor agrees to indemnify and hold harmless the School Nutrition Program, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

XIV. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Vendor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on page #1 of this document entitled "INVITATION FOR BID".
- b) The Vendor must comply with the time of performance.

XV. FORCE MAJEURE

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Vendor's performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the Vendor for work already completed by the Vendor and the Vendor's warranty for work already completed.

XVI. EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Vendor shall furnish to the School Nutrition Program a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Bibb County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the School Nutrition Program. Such certificate shall be issued to Bibb County Board of Education, School Nutrition Program.
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

XVII. EXCEPTIONS

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. See Attachment H



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Brown Insurance Group 202 Jackson Street Vidalia, GA 30474	CONTACT NAME: Carley Durrence PHONE (A/C, No, Ext): (912)537-2111 E-MAIL ADDRESS: carley@bigofga.com FAX (A/C, No): (912)537-2228
INSURED	Thomaston Milk Company 308 E Main St Thomaston, GA 30286-3892	INSURER(S) AFFORDING COVERAGE INSURER A : Homeowners Insurance Company 32905 INSURER B : Homeowners Insurance Company 26638 INSURER C : AmTrust Ins Co of Kansas 25011 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 95951531-843169

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			80953976	08/05/2023	08/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5295435000	08/05/2023	08/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 250,000
	UMBRELLA LIAB EXCESS LIAB DEFD RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WES3661896	08/05/2023	08/05/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Bibb County School District
4580 Cavalier Drive
Macon, GA 31220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carley Durrence

(CLM)

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XVIII. WARRANTY

Successful Bidder shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the School Nutrition Program's operations.

XIX. GIFTS AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity. SAMPLES: The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five (5) business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples. Each sample is to be labeled with the bidder's name, the item number as indicated on the Quote Sheets, and the bid number. Each sample must have a minimum of five (5) servings to be evaluated. Product labels on selected samples will be kept for verification when shipments are received. Products without such information may not be considered.

XX. PRE-BID CONFERENCE

If a pre-bid conference has been scheduled under this solicitation, the date, time, phone number and location will be outlined in the chart below. Bidder should raise any questions it may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

Date: N/A	Time:
Location:	Phone Number:

XXI. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XXII. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XXIII. RELEASE FROM CONTRACT

In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third-party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

XXIV. PIGGYBACKING CLAUSE

The vendor agrees to allow the Bibb County School District Nutrition Department and the following school districts (see attachment G and each SFA piggybacking agreement form attachment G-1) to have the same terms, cost, and conditions as this bid, during the time that this bid is in effect. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award of this bid, unless otherwise specified.

- XXV. FOOD RECALLS AND BIOSECURITY (required only for processing bids at this time)** 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	Thomaston Milk Company, Inc.
Contact Name	Michael Coe
Phone Number(s)	(843) 685-9238
E-mail address	thomastonmilkcompany@aol.com
Back-Up Contact Name	Whitney Coe
Phone Number(s)	(706) 647-6144
E-mail address	
School System Name	Bibb County School District - School Nutrition Department
School Nutrition Contact Name	Condus Shuman
Phone Number(s)	478-779-2611 – Office 478-259-5858 – Cell
E-mail address	condus.shuman@bcsdk12.net
Back-Up School Nutrition Contact Name	Donnika Turner
Phone Number(s)	478-779-2608 – Office 478-283-653 – Cell
E-mail address	Donnika.Turner@bcsdk12.net

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.

XXVI. CONTRACT WORK HOURS/SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (where applicable)

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles.

XXVII. DAVIS BACON ACT (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200]

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

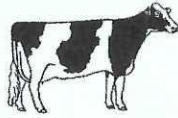
XXVIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [Appendix II to 2 CFR 200/7 CFR 3019.48] (if applicable)

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.

XXIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322) (if applicable)

An SFA and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



THOMASTON MILK COMPANY, Inc

308 EAST MAIN STREET
THOMASTON GA 30286
Office 706-647-6144 Michael's Cell: 843-685-9238
Thomastonmilk@aol.com

September 26, 2023

HACCP Plan

Thomaston Milk Company has developed a Hazard Analysis and Critical Control Point Plan (HACCP) and complies with all state and federal regulatory requirements/guidelines in our business operations as follows:

- 1) Trucks are washed and cleaned daily.
- 2) Departure and return temperatures of the truck are logged daily and maintained below 36 degrees during storage & distribution.
- 3) Refrigeration plates are inspected regularly to assure they are operating properly.
- 4) Tire pressure, air brakes and fuel inspections are checked daily before departure.
- 5) Cooler temperature is monitored several times daily, seven days a week to ensure 36 degrees or less.
- 6) The milk cooler and dock are pressure washed weekly.
- 7) Inventory products are checked for cleanliness and leakage at the time it's delivered to us and when loaded on the truck.
- 8) Monitoring & verification procedures along with record keeping have been implemented and are strictly adhered to.
- 9) Corrective action for each requirement is understood and documented accordingly.
- 10) Backup plans are in place in the event of a truck mechanical breakdown.

United States Department of Education, Office for Civil Rights

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, AND THE BOY SCOUTS OF AMERICA EQUAL ACCESS ACT OF 2001

The applicant provides this assurance for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, funds made available through the U.S. Department of Education, or other Federal financial assistance from the Department. This assurance applies to all Federal financial assistance from or funds made available through the Department, including any that the applicant may seek in the future.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance.
2. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
5. If applicable, the Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. 7905, which requires equal access for the Boy Scouts of America and other designated youth groups to meet at public schools. This law applies to any public elementary school, public secondary school, local educational agency, or State educational agency that has a designated open forum or limited public forum and that receives funds made available through the Department.
6. All regulations, guidelines, and standards issued by the Department under any of these statutes.

☐ The applicant understands that it must comply with items 1-6 in order to continue receiving Federal financial assistance from the Department. The applicant also understands that this Assurance is binding on the applicant, its successors, transferees, and assignees at any time during which federal financial assistance is provided. The applicant will ensure that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the financial assistance can be terminated and the applicant can be declared ineligible to receive further assistance. The applicant also understands that the Department may seek a court order requiring compliance with items 1-6 or seek other appropriate judicial relief.

By signing this form, the applicant is agreeing to the above provisions.


Signature of Authorized Official

Whitney Coe

Print Name

9/26/23
Date

PLEASE RETURN TO:

U.S. Department of Education
Office for Civil Rights
400 Maryland Avenue, SW
Washington, DC 20202-1100

Corporate Secretary

Title

Thomaston Milk Company, Inc.

Name of Institution or Agency

308 E Main St

Street

Thomaston, Ga 30286

City, State, Zip Code

thomastonmilkcompany@aol.com

Office Email Address

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 20 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. The obligation to respond to this collection is required to obtain or retain benefit (42 U.S.C. 2000d *et seq.*; 20 U.S.C. 1681 *et seq.*; 29 U.S.C. 794; 42 U.S.C. 6101 *et seq.*; 20 U.S.C. 7905). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20202-4536 or email ICDOcketMgr@ed.gov and reference the OMB Control Number 1870-0503. Note: Please do not return the completed Assurance of Compliance – Civil Rights Certificate to this address.

Submit via Email

Roger Hooi
VP, Quality Assurance, Food Safety and Regulatory
DFA Dairy Brands, LLC
2711 N. Haskell, Suite 3400
Dallas, TX 75204
roger_hooi@deanfoods.com

August 28, 2020

Re: DFA Dairy Brands Quality Assurance Policy – HACCP and Food Safety Plan

Section: Quality Systems; Hazard Analysis Critical Control Points (HACCP) and Food Safety Plan Requirements

Quality Assurance Policy

Policy: DFA Dairy Brands facilities shall have written and approved HACCP and/or Food Safety Plan for all products and/or processes. HACCP and/or Food Safety Plans shall be developed in accordance with regulatory requirements.

Objective: To provide a systematic, scientifically based approach in the identification and management of food safety hazards that may pose a significant risk to the consumer.

References and Regulatory Requirements:

- Grade "A" Pasteurized Milk Ordinance (PMO) Appendix K: HACCP Program
- Grade "A" Pasteurized Milk Ordinance (PMO) Appendix T: Preventive Controls for Human Food Requirements for Grade "A" Milk and Milk Products
- 21 CFR Part 120 Juice HACCP: HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) SYSTEMS including FDA's Guidance for Industry: Juice HACCP Hazards and Controls Guidance
- 21 CFR Part 117: CURRENT GOOD MANUFACTURING PRACTICE, HAZARD ANALYSIS, AND RISK-BASED PREVENTIVE CONTROLS FOR HUMAN FOOD
- National Advisory Committee on Microbiological Criteria for Foods (NACMCF) Hazard Analysis and Critical Control Point (HACCP)



Roger Hooi



DFA Dairy Brands Quality Assurance Policy and Procedures

 Privileged and Confidential	Section: Nonconforming Product Control	Policy Number: 10.6	Approved Date: November 8, 2021 Last Revised: None Next Review: November 8, 2023 Page: 1 of 13
	Subject: Product Recall Procedure		

POLICY In the event of a product retrieval (recall, withdrawal, etc.) DFA Dairy Brands facilities shall follow the product recall procedures outlined in this policy. When a DFA Dairy Brands product is determined to be in violation of food and drug law or when it presents a risk of illness or injury to the public, the recommendation to remove product from the market SHALL be jointly made by Corporate, Regional, and Plant teams overseeing the manufactured goods. The decisions to remove product from the marketplace can only be made by the SVP of Operations and Quality Assurance.

OBJECTIVE To ensure that all affected product is identified, located, and removed from distribution or from the market as promptly, efficiently, and completely as possible.

SCOPE The procedures outlined in this policy apply to:

1. All DFA Dairy Brands manufacturing locations.
2. All onsite and offsite functions that support DFA Dairy Brands manufacturing locations including but not limited to copackers and Distribution Centers

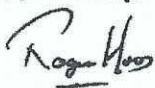
REFERENCES

1. FDA Industry Guidance <http://www.fda.gov/Safety/Recalls/IndustryGuidance>
2. Policy 10.3 Crisis Management Plan
3. Recall appendices (10.6 A1 to 10.6 A13)

TOPICS Product Recall procedure major subsections are outlined below and are followed by the procedure detailed instructions:

1. Situation Evaluation
2. Recall Coordinator and Other Team Member Responsibilities.
3. Notice to State and Federal Regulators
4. Regulatory Action after Notice from company
5. Recall Strategy
6. Elements of a Recall Strategy

Approved by:

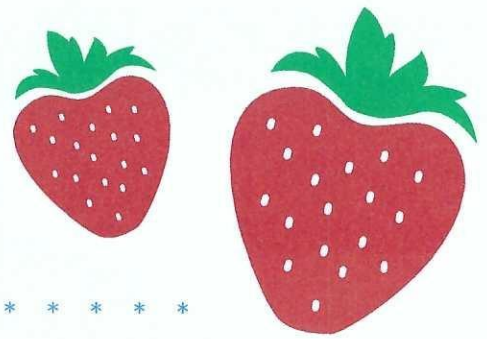


Roger Hooi
VP of Quality Assurance, Food Safety and Regulatory

November 8, 2021

Date

BUY AMERICAN: SUPPORTING DOMESTIC AGRICULTURE IN SCHOOL MEALS



The **BUY AMERICAN PROVISION** safeguards the health and well-being of our Nation's children and supports the U.S. economy, American farmers, and small and local agricultural businesses (7 CFR 210.21 (d) and Memo SP 38-2017).

School food authorities (SFAs) in the continental United States* must purchase domestic agricultural commodities and food products. For foods that are unprocessed, the agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. A domestic creditable food component is the portion that counts toward a reimbursable school meal (meats/meat alternates, grains, vegetables, fruits, and fluid milk).

- Foods and food products of Guam, American Samoa, U.S. Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic.

How SFAs Can Buy American Foods

- Develop menus that include only domestic foods and domestic food products. **
- Include the Buy American provision and Geographic Preference option in written procurement procedures, specifications in solicitations, and contracts for food; be sure to monitor contractor performance.
- Require suppliers to attest that their final food products are either 100% domestic commodities or a food product containing over 51% domestic food components, by weight or volume.
- Use USDA Foods and food products processed in the United States using USDA Foods.
- Participate in **USDA's Farm to School Grant Program**.

Exceptions to Buy American

There are two limited exceptions when non-domestic foods may be purchased. These exceptions are determined by the SFA:

- The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the cost of a United States food or food product is significantly higher than the non-domestic product.

REMEMBER:

Document exceptions and keep records!

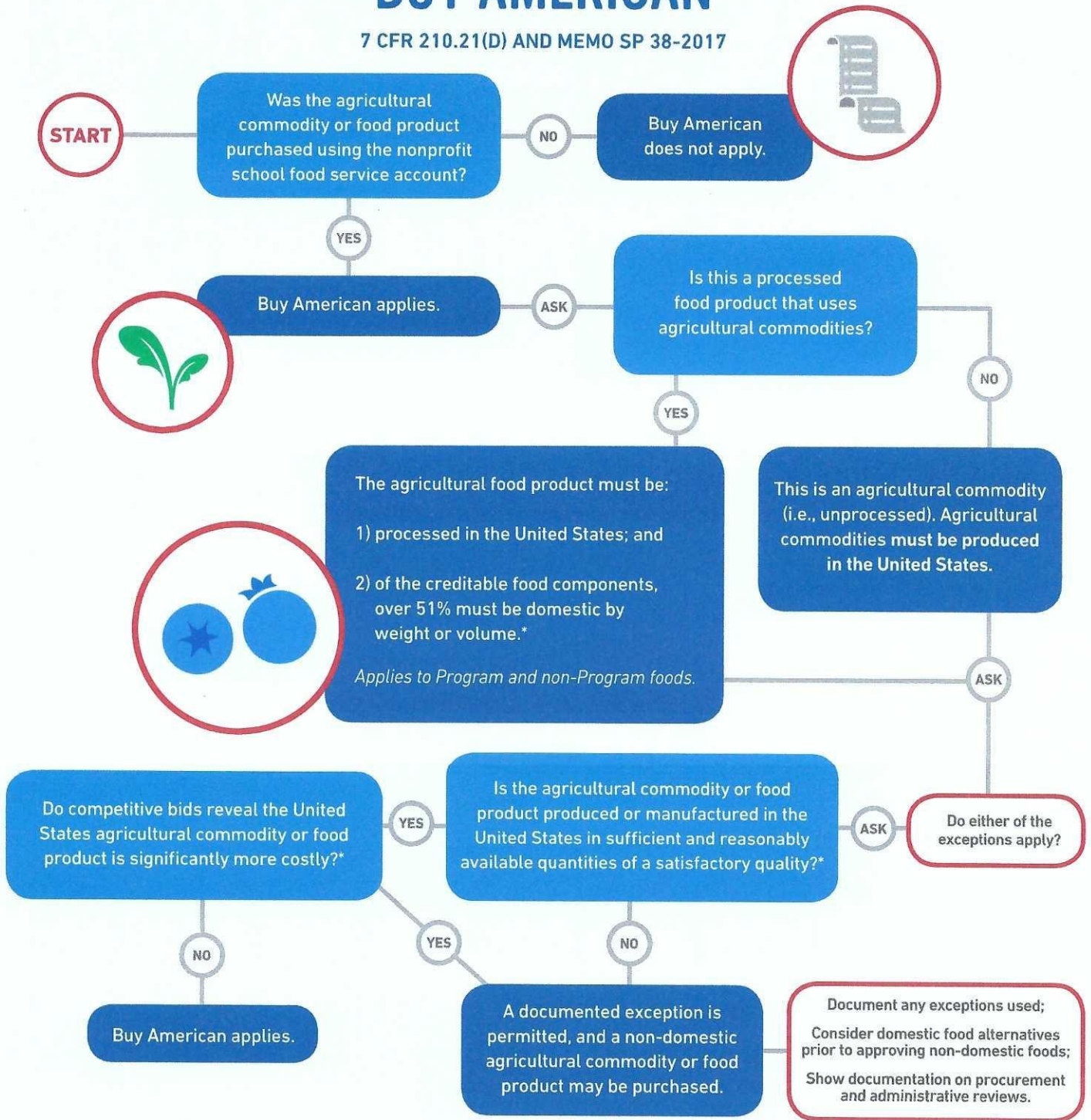
*SFAs in Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision. However, SFAs in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities, as determined by the SFA, per 7 CFR 210.21(d) (3). Likewise, SFAs in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities, under 42 USC 1760(n)(4).

**Information on availability of domestic foods available at: <https://www.ams.usda.gov/market-news>.



BUY AMERICAN

7 CFR 210.21(D) AND MEMO SP 38-2017



*As determined by the SFA.

SFAs can obtain information on Buy American at: <https://www.fns.usda.gov/school-meals/compliance-enforcement-buy-american> or by contacting their State agency.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of 10/01/23 by and between the _____

Bibb County Board of Education, SFA and Thomaston Milk Company, Inc. hereinafter called VENDOR.

The SFA and VENDOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

VENDOR shall provide all products as specified or indicated in the Contract Documents. Vendor shall supply and deliver specified equipment to the School Nutrition Program's school designated, if applicable to this solicitation.

ARTICLE 2. CONTRACT TIME

The food, equipment, supplies or goods shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

The SFA shall pay VENDOR for delivery of specified goods in accordance with VENDOR'S bid, which is attached hereto. The SFA shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:
Bibb County School Nutrition Program

Address:

City, State, Zip Code:

ARTICLE 5. VENDOR'S REPRESENTATIONS

In order to prompt the School Nutrition Program to enter into this Agreement, VENDOR makes the following representations:

5.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 VENDOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the School Nutrition Program/SFA and VENDOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A: Contract Signature Page

- Attachment B: Specifications & Quote Sheet
- Attachment C: Vendor Bid Form
- Attachment D: Delivery Site
- Attachment E: Lobbying Certificate Disclosure
- Attachment F: Debarment, Suspended and Ineligible Status
- Attachment G: Piggybacking Agreement Form
- Attachment H: Bid Exception Form
- Attachment I: Anti-Collusion Affidavit
- Attachment J: Vendor Affidavit (E-Verify)
- Attachment K: Vendor Reference Form

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, School Nutrition Program and VENDOR have signed this Agreement. One counterpart each has been delivered to School Nutrition Program and VENDOR.

This Agreement will be effective _____, 20____

Board of Education

Signature of Board member or designee

Name of Board member or designee

Date

Thomaston Milk Company, Inc. Vendor Company Name

Mic Signature of Company Representative

Michael Coe Name of Company Representative

9-28-23 Date

Georgia Department of Agriculture
Food Safety Division
19 Martin Luther King Jr. Dr. SW
Atlanta, GA 30334
Tele: (404) 656-3625
agr.georgia.gov

DAIRY SUBSTATION LICENSE

THIS LICENSE IS SUBJECT TO CANCELLATION UNDER THE PROVISIONS OF THE GEORGIA DAIRY LAW AND THE RULES AND REGULATIONS BASED THEREON. THIS LICENSE EXPIRES ON DECEMBER 31ST, BUT FOR SO LONG AS APPROPRIATE APPLICATION IS FILED TO BE RENEWED FROM CALENDAR YEAR TO CALENDAR YEAR UNLESS SURRENDERED, ABANDONED, REVOKED, OR CANCELLED, OR UNLESS THE COMMISSIONER OF AGRICULTURE SHALL REQUIRE A NEW APPLICATION FOR ANY ANNUAL RENEWAL THEREOF. (IF APPLICATION IS NOT RECEIVED PROMPTLY AFTER THE END OF EACH CALENDAR YEAR, THE LICENSE IS DEEMED ABANDONED AND MAY BE RENEWED ONLY UPON NEW APPLICATION).

Date Issued

1/6/2015

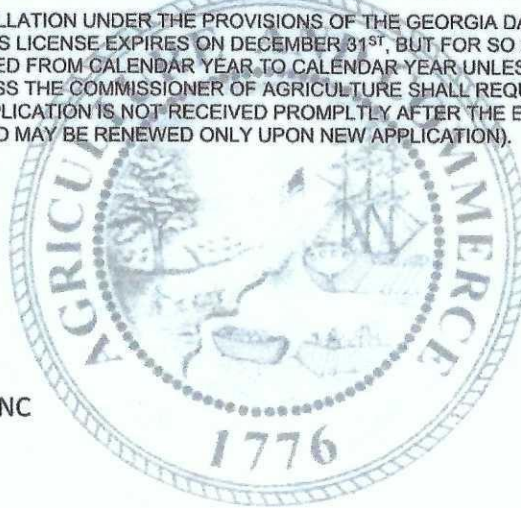
Premise ID

527997

Firm Type Code

460

THOMASTON MILK COMPANY, INC
308 E MAIN ST
THOMASTON, GA 30286



This License Is Not Transferable and Must Be Posted At All Times In A Prominent Business Location

Certificate #

12051

Date of Audit

Sep 17, 2021

Date of Decision

Jan 10, 2022

Date of Expiration

Nov 6, 2022

**Date of Next
Re-Certification Audit**

Aug 23, 2022

Audit Type

Recertification

**Better Food.
Better Health.
Better World.**

Certificate

**Mérieux NutriSciences Certification LLC certify
that having conducted an audit at**

Mayfield Dairy - Athens

813 East Madison Ave

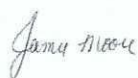
Athens, Tennessee, UNITED STATES, 37303

Is registered as meeting the requirements of the

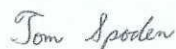
SQF Food Safety Code for Food Manufacturing Edition 9
SQF Quality Code

10. Dairy Food Processing : buttermilk, flavored milk, fluid milk,
half & half, ice cream, light cream, soft serve ice cream mix

16. Ice, Drink, Beverage Processing : fruit drinks, juice, tea



Issuing Officer



Authorizing Officer

Mérieux NutriSciences

● 401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
● Tel. : +1 (312) 938-5151 ● www.merieuxnutrisciences.com/us



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Thomaston Milk Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

308 E. Main Street

6 City, state, and ZIP code

Thomaston, GA 30286

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 0 7 6 9 1 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Bobby E. Cox

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)

- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Primary Responses

Success: All data is valid!

							Numeric
Status	Bid/No Bid Decision	#	Item	Quantity Required	Description	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	884000	Plain, Fat Content 1% Half Pint	\$ 0.39	\$ 344,760.00
Success: All values provided	Bid	#0-2	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	884000	Plain, Skim, Fat Content 0% Half Pint	\$ 0.36	\$ 318,240.00
Success: All values provided	Bid	#0-3	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	2752000	Chocolate, Fat Content 0% Half Pint	\$ 0.39	\$ 1,073,280.00
Success: All values provided	Bid	#0-4	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	542000	Strawberry, Fat Content 0% Half Pint	\$ 0.42	\$ 227,640.00
Not Bidding	No Bid	#0-5	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	221000	Vanilla, Fat Content 0% Half Pint		
Not Bidding	No Bid	#0-6	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	50	Skim Fat Content 0% Half Gallon		
Success: All values provided	Bid	#0-7	Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated Fat Content, Vitamin A & D Added. No HFC or Artificial growth Hormones (rbST). Reduced sugar. Half Pint Cartons.	207	Baking Buttermilk, Cultured Fat Free Half Gallon	\$ 2.99	\$ 618.93
Not Bidding	No Bid	#0-8	Yogurt	1800	Yogurt, Plain Reduced or Lowfat, 5#, State Tub or Dispenser bag		
Not Bidding	No Bid	#0-9	Yogurt	50	Yogurt, Greek Style, State Tub or Dispenser bag		
Not Bidding	No Bid	#0-10	Yogurt	50	Yogurt, Vanilla, state pack		
Not Bidding	No Bid	#0-11	Yogurt	1800	Yogurt, Strawberry, state pack		
Not Bidding	No Bid	#0-12	Yogurt	50	Yogurt, Plain, state pack		
Not Bidding	No Bid	#0-13	Yogurt	54000	Yogurt, Strawberry, state pack		
Not Bidding	No Bid	#0-14	Yogurt	54000	Yogurt, Blended Fruit Flavor, state flavor and pack (i.e. Cherry)		
Not Bidding	No Bid	#0-15	Yogurt	50	Yogurt, Blended Fruit Flavor, state flavor and pack		
Not Bidding	No Bid	#0-16	Other Dairy Items	50000	Sour Cream, individual, 1 ounce pkg, state pack		

ATTACHMENT B
Specifications & Quote Sheet

(NOTE: Milk and Dairy Products will be delivered per the agreed upon delivery schedule Monday - Friday)

TYPE	USAGE 2022- 2023	STOCK NUMBER	ITEM	Cost per Carton (to for decimal places)	Cost per Case (to four decimal places)
Half Pint, Non- Flavored			Milk, Fluid, Grade A, Pasteurized and Homogenized. See each item for stated fat content, Vitamin A & D Added. No HFC or Artificial growth hormones (rBST). Reduced sugar. Half Pint Cartons		
1%	1,000,000	51985	Plain, Fat Content 1% Half Pint	.3975	19.88
	14,615	51984	Plain, Skim, Fat Content 0% Half Pint	.3655	18.28
		n/a	Plain, Lactose Free Half Pint	n/a	
		629118	Plain, Lactose Reduced Half Pint	.7554	18.13
		n/a	Soy Milk, Half Pint (Must meet USDA nutrition standards for milk substitutes) https://fns-prod.azureedge.us/sites/default/files/cn/SP07_CAC_FP04_SFSP05-2010os.pdf#page=2	n/a	
	125,000	51982	Plain, Whole Milk Half Pint	.4250	21.25
Half Pint, Flavored			Milk, Fluid, Grade A, Pasteurized and Homogenized. Fat Free, Vitamin A & D Added. No HFC or Artificial growth hormones (rBST). Reduced sugar. Half Pint Cartons		
	4,875,000	45837	Chocolate, Fat Content 0%, Half Pint	.3995	19.98
	750,000	46073	Strawberry, Fat Content 0%, Half Pint	.4265	21.33
	162,414	n/a	Vanilla, Fat Content 0%, Half Pint	n/a	
64oz			Buttermilk, Cultured, Fluid, Grade A, Pasteurized, and Homogenized. Fat Free, Vitamin D Added, Half Gallon		
	192	28585	Skim Fat Content 0% Gallon	3.7569	15.03
	2445	28606	Baking Buttermilk, Cultured-Fat Free 1.5%	2.9975	21.98
5# Yogurt			Yogurt		
		n/a	Yogurt, Plain Reduced or Low-fat, 5, State Tub or Dispenser Bag	n/a	
			Yogurt, Plain Greek, 5#, State Tub or Dispenser Bag		
			Yogurt, Plain, State brand and pack size		
			Yogurt, Vanilla, State brand and pack size		
			Yogurt, Strawberry, State brand and pack size		
			Yogurt, Mixed Berry, State brand and pack size		

TYPE	USAGE 2022- 2023	STOCK NUMBER	ITEM	Cost per Carton (to for decimal places)	Cost per Case (to four decimal places)
Individual 4oz Containers					
		n/a	Yogurt		
			Yogurt, Plain, State brand and pack size	n/a	
			Yogurt, Vanilla, State brand and pack size		
			Yogurt, Strawberry, State brand and pack size		
			Yogurt, Fruit Flavor, State brand and pack size		
Other					
			Other, Dairy Items		
		18694	Cottage, Cheese, bulk, .5% fat, state brand and pack size	14.9562	
		18714	Sour Cream, bulk, .5% fat, state brand and pack size	12.6579	
		n/a	Sour Cream, Individual, 1oz pkg, state brand and pack size	n/a	
		n/a	Cream Cheese, bulk, .5% fast state brand and pack size	n/a	
		n/a	Cream Cream , Individual, 1oz pkg, state brand and pack size	n/a	

28584 Mayfield 190 gallons

4.0399 16.16

ATTACHMENT B

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 Bibb 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:

46-0769126
Federal Work Authorization User Identification Number

Date of Authorization

Thomaston Milk Company, Inc.
Name of Contractor

Name of Project

Name of Public Employer

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

Executed on 9, 28, 2023 in Thomaston (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Michael Coe CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 28 DAY OF September, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/14/2026



ATTACHMENT C
VENDOR BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the School Nutrition Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Bibb County Board of Education
School Nutrition Department

This Bid is submitted on this date:

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

☒ Lobbying Certificate ☒ Specifications ☒ Debarment Status Form ☒ Anti-Collusion Affidavit

☒ Vendor Bid Form ☒ Contract Signature Page ☒ Bid Exception Form

Bid Pricing

Unless items are specifically excluded in the Bid, the School Nutrition Program shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: \$ 1520284.82

EXCEPTIONS TO BIBB COUNTY MILK BID #24-009

- **V. METHOD OF PAYMENT AND PRICING INFORMATION**

- a) Request exception to "all prices shall remain fixed throughout the term of the contract,"

Bid pricing will be firm through the month of October 2023, then move with the raw milk announcement before the first day of the prior month.

- **ATTACHMENT D/ Delivery Sites**

- b) Request exception to requirement of everyday delivery to each listed school in contract. Thomaston Milk Company, Inc. has the right to examine each school's cooler and box limits to determine the most efficient delivery schedule for Bibb County School System. This exception may include working schools 2-3 days/ week as opposed to every day.

Thomaston Milk Company, Inc.
308 E Main St
Thomaston, Ga 30286

Signature: _____



Date: _____

9-28-23

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: Thomaston Milk Company, Inc.

Federal ID#1: 46-0769126

Street Address: 308 E. Main St.

Thomaston, GA 30286

Signature**:

Signatory's Name: Michael Coe

Signatory's Title: COO

Witness's Signature**: Whitney Coe

Witness's Name: Whitney Coe

Witness's Title: Corporate Secretary

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

**ATTACHMENT D
DELIVERY SITE(S)**

Bibb County School Nutrition Program

All items will be delivered to the following locations

Note: Delivery to Individual Schools Monday – Friday

School Name	School Address	Cafeteria Phone Number
School Nutrition Central Kitchen	2011 Riverside Drive	478-779-2607
Alexander II Magnet School	1156 College St., 31201	478-779-2674
Appling Middle School	1646 Upper River Rd., 31211	478-779-4121
Northeast High School		
Ballard-Hudson Middle School	1070 Anthony Rd., 31204	478-779-3384
Barden Head Start	2521 Anderson Rd., 31206	478-365-7623
Bernd Elementary School	4160 Ocmulgee E. Blvd. 31217	478-779-2770
Bruce Elementary School	3660 Houston Ave., 31206	478-779-4564
Burdell-Hunt Magnet School	972 Fort Hill St., 31217	478-779-2935
Carter Elementary School	5910 Zebulon Rd., 31210	478-779-3330
Central High School	2155 Napier Ave., 31204	478-779-2298
Dr. Martin Luther King, Jr.	1301 Shurling Dr., 31211	478-779-2108
Elam-Alexander	2051 Second St., 31201	478-779-3941
Hartley Elementary School	2230 Anthony Rd. 31204	478-779-2298
Heard Elementary School	6515 Houston Road., 31216	478-779-4214
Heritage Elementary School	6050 Thomaston Rd., 31220	478-779-4723
Howard High School	6600 Forsyth Rd., 31210	478-779-3451
Howard Middle School		
Ingram-Pye Elementary School	855 Anthony Rd., 31204	478-779-2159
John R. Lewis Elementary School	3522 Greenbriar Rd. 31204	478-779-2774
Jones Head Start	2350 Alandale Dr, 31211	478-202-9087
Lane Elementary School	990 Newport Rd., 31210	478-779-3142
Miller Middle School	751 Hendley St., 31204	478-779-4024
Northwoods Academy	709 Pierce Avenue 31204	478-779-3197
Porter Elementary School	5802 School Rd., 31216	478-779-4312
Rutland High School	6250 Skipper Rd., 31216	478-779-3049
Rutland Middle School		
Skyview Elementary School	5700 Fulton Mill Rd., 31052	478-779-3949
SOAR Academy	2011 Riverside Dr., 31204	478-779-2532
Southfield Elementary School	4375 Bloomfield Dr. Ext. 31206	478-779-4775
Southwest High School	1775 Williamson Rd., 31206	478-779-4479
Springdale Elementary School	4965 Northside Dr., 31210	478-779-3733
Taylor Elementary School	2976 Crestline Dr., 31204	478-779-3553
Union Elementary School	4831 Mamie Carter Dr., 31210	478-79-2626
Veterans Elementary School	4901 Faubus Ave., 31204	478-779-2418
Vineville Academy of the Arts	2260 Vineville Ave., 31204	478-779-3220
Weaver Middle School	2570 Heath Rd., 31206	478-779-4620
Westside High School	2851 Heath Rd., 31206	478-779-3821
Williams Elementary School	325 Pursley St., 31201	478-779-3657

ATTACHMENT E
LOBBYING FORM & DISCLOSURE

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a) Contract b) Grant c) Cooperative Agreement d) Loan e) Loan Guarantee f) Loan Insurance	2. Status of Federal Action: a) Bid/Offer/Application b) Initial Award c) Post-Award 3. Report Type: a) Initial Filing b) Material Change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, 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. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
15. 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: <u>Michael Coe</u> Print Name: <u>Michael Coe</u> Title: <u>COO</u> Telephone No.: <u>(706) 647-6144</u> Date: <u>10/1/20</u>
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Thomaston Milk Company, Inc.	PR/AWARD NUMBER OR PROJECT NAME IFB Milk + Dairy #24-009
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Whitney Coe, Corporate Secretary	
SIGNATURE Whitney Coe	DATE 09-28-23

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

IFB # (Enter #)

[illegible]

The SFA will provide this list of SFAs desiring to "Piggyback" on a contract with the awarded Contractor (as applicable). Any SFA wishing to piggyback must complete the following agreement (Attachment G-1) to be approved by the Contractor once awarded.

ATTACHMENT G-1
LIST OF SCHOOL SYSTEMS THAT DESIRE TO PIGGYBACK

SCHOOL DISTRICT PIGGYBACKING PARTICIPATION AGREEMENT

IFB FOR: 24-009

SCHOOL YEAR: 2023-2024

The (*Insert*) School Food Authority agrees to this piggybacking provision to enter into a contract with (*Insert the awarded vendor*) for the purchase of the items described herein in this bid document based on the same terms, conditions, prices and products offered by the successful vendor to (*Insert Name of system that you are piggybacking off*) Bibb County School District.

Minor changes in delivery terms and conditions, number of schools and delivery frequencies may be discussed by participating SFA for up to 30 days following the award of this contract. The following SFA **may participate** in the final contract.

NAME OF SCHOOL DISTRICT: Bibb County School District

ADDRESS: 2011 Riverside Dr Macon, GA 31204

SCHOOL NUTRITION DIRECTOR: Condus Shuman

PHONE: 478-779-2612 E-MAIL: condus.shuman@bcsdk12.net

NUMBER OF SCHOOLS: 38 (36 BCSD schools and 2 Head Start Programs)

DELIVERY FREQUENCY: 1 x a week; occasionally 2 x a week

(Example: 1 x a week; 2 x a week; daily, etc.)

School District Authority Signature:

Title: _____

Name: (printed)

Awarded Vendor Signature:

Title: COO

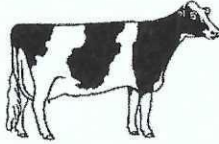
Name of Company: (printed)

Thomaston Milk Company, Inc.

**ATTACHMENT H
BID EXCEPTION FORM**

Vendor Name: Thomaston milk co., inc.	Invitation for Bid (IFB) for: School System: Bibb County Type: 24-009 milk	Date of Submittal: 10/01/23
Number and Title of each section of IFB that Bidder takes exception	Number and Title : Section:	Number and Title : Section:
Specific Sentence within each section	Sentence:	Sentence:
Alternate Provisions proposed by Bidder	Alternate:	Alternate:
Vendor's Authorization Signature: 		
Vendor's Authorization printed name: Michael Coe		
Vendor's Title: COO		

Thomaston Milk Company, Inc.



308 EAST MAIN STREET
THOMASTON GA 30286

Office & Fax 706-647-6144 Michael's Cell: 843-685-9238

thomastonmilkcompany@aol.com

September 26th, 2023

Escalator Clause

Prices on this bid agreement are your current prices for this month and are based on the United States Department of Agriculture's Federal Order #7 Raw Milk Price Announcement for the month of September, 2023. This price announcement is made monthly on the **first Friday following the seventeenth (17th) day of the prior month**. If the seventeenth falls on Friday, the price announcement will be made that day.

Milk prices will move up or down by the amount of the Federal order milk announcement and will be effective on the first of the month following the announcement.

Necessary price changes due to changes in packaging material, ingredients or overhead using the PPI (federal producers product index) will be documented and presented to the customer for approval.

Mayfield makes every effort to present the new pricing as soon as possible in order that you may make the necessary adjustments to your accounting system. New price lists are generally emailed to the customer before the last day of the month following the announcement. Please feel free to email us at thomastonmilkcompany@aol.com if you have not received your pricing in a timely manner and we will be glad to send you what Mayfield has sent to us.

ATTACHMENT I

ANTI-COLLUSION AFFIDAVIT

STATE OF: Georgia

COUNTY OF: Bibb

Michael Coe, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.



Signed

Subscribed and sworn before me this 28 day of 9 2023.

Notary Public (or Clerk or Judge) RB. Yager

My commission expires: 11/14/2026



ATTACHMENT J

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bibb County Board of Education 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 vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-verify Number (4-to-6-digit number) 653634

Date of Authorization 3/19/2013

Name of Vendor Thomaston milk Company, Inc. Bibb County Board of Education

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

Executed on 9, 28, 2023 in Thomaston (city), GA (state).

[Signature] Signature of Authorized Officer or Agent

Michael Coc CFO Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 28 DAY OF September, 2023

NOTARY PUBLIC [Signature]

My Commission Expires: 11/16/2026



ATTACHMENT K

Vendor Reference Form

As a part of the IFB process, the SFA requires suppliers to submit business references within this solicitation. The purpose of these references is to document the experience relevant to the scope of work and aid in the award process.

** please see attached letters of recommendation.*

Company Name: <i>Thomaston Milk Company, Inc</i>		IFB Solicitation #: <i>24-009</i>		
Business or School System Name	Address	Contact Name and Phone Number	E-mail address	Dates of Service To/From:



MONROE COUNTY SCHOOLS

Committed to Excellence • Focused on Success

May 24, 2023

To whom it may concern,

It is my pleasure to share how grateful I have been for Thomaston Milk Company this year. With the loss of a milk vendor at the beginning of this school year, Thomaston Milk Company rose to the occasion without hesitation and rearranged their routes to accommodate the Monroe County Schools district. Their dedication to servicing our schools was demonstrated all year, and their customer service is bar none! I am very thankful for the newly formed partnership with Thomaston Milk Company and would highly recommend them to anyone in need of a milk delivery service.

With much appreciation,

Lisa W. Budd
Director of School Nutrition
Monroe County Schools

This institution is an equal opportunity provider.

Letter of Recommendation

Macon County School System has enjoyed working with Thomaston Milk. They came in and helped us in our time of need and have gone above and beyond ever since. Everything from ordering, delivery, invoicing, and payments have been a pleasant experience. We appreciate Thomaston Milks' experience and communication after having lost our milk provider with little notice.

Thanks Thomaston Milk!

Caycee Blacklidge

Director, School Nutrition

Macon County School System

Thomaston-Upson County Schools

205 Civic Center Drive
Thomaston, Georgia 30286
Telephone 706-647-9621 Fax 706-647-7154

Larry Derico, Ed.D.
Superintendent
Amy Miller, Ed.D.
Assistant Superintendent

Jacqueline Hollis, *Board Chair*
Jaye Eubanks, *Vice-Chair*
Sheila Hall
Angeline McGill
Scott Roberts
Steve Sadler
Brian Salter

April 6, 2023

To Whom This May Concern:

I am writing this letter on behalf of Thomaston Milk Company and the service they provide. Thomaston-Upson School Nutrition Program has had the pleasure of working with this company for greater than 10 years.

Thomaston Milk Company supplies milk products for our schools, and they have always tried to adapt to our needs, even with late notice changes. Through the pandemic year, we faced interruptions and challenges with service due to unplanned closures, changes in delivery times or method, or extended shutdowns. Thomaston Milk Company worked with us in every instance to come up with a plan to meet our needs. They have continued to adjust this year as milk issues have continued to affect the industry. Communication with them has been easy and timely. We have found them to be as accommodating as possible and always very professional. In a non-pandemic year, service has always run smoothly and efficiently. If there were incidences to report, they always responded and worked to correct issues as soon as possible.

As nutrition director, I do not have experience working with other milk companies to compare the exact same service, but I have had issues with other types of companies that have not been as willing to help or as quick in responding to questions or concerns. I do have staff who have experience with other milk companies who will attest to the quality of service we have with Thomaston Milk Company. I plan to renew my bid with Thomaston Milk Company for the coming year without hesitation.

If I can answer any further questions, please do not hesitate to contact me.

Sincerely,

Karen Puckett

Karen Puckett, Director of School Nutrition
Thomaston-Upson County School System
706-647-2698
kpuckett@upson.k12.ga.us



Taylor County School District

P.O. Box 1930 • 23 Mulberry St. • Butler, Georgia 31006

Rodney Wainwright, SNP Director
wainwright.rodney@taylorboe.org
Phone 706-741-0345
Fax 478-862-5818

May 5, 2021

To Whom It May Concern:

I am writing to recommend the services and products of Thomaston Milk Company. The Taylor County School District has been using Thomaston Milk Company to provide milk for our cafeterias since the beginning of school year 19-20 and we have been extremely satisfied. We have been so satisfied that we chose to continue using them for our milk needs for school year 20-21.

Thomaston Milk Company does an excellent job of providing fresh milk to our schools in a timely manner. Anytime that we have called and needed extra or needed anything different, they were always willing to meet our request. Their staff are very friendly and helpful in anything that we need.

I am happy to recommend the services and products of Thomaston Milk Company. If you have any questions, please feel free to email me at wainwright.rodney@taylorboe.org or give me a call at 478-721-1204 or 706-741-0345.

Sincerely,

Rodney Wainwright
SNP Director



BOARD MEMBERS

R. Syntel Brown
Barbara Jo Cook
Will Doss
Zachery Holmes
Sue McDonald

Keith Simmons
Superintendent

Griffin Spalding County Schools Nutrition Program
Robert Wheeler, Director of School Nutrition

As director of Griffin Spalding County Schools Nutrition Program, I would like to recommend Thomaston Milk Company as a vendor for servicing your school nutrition program. Thomaston Milk Company has supplied Griffin Spalding County Schools Nutrition with milk delivery nearly uninterrupted for the last 12 years. They have always been responsive to our needs.

I can confidently endorse Thomaston Milk Company as a vendor that will supply quality and consistent service.

Robert Wheeler

216 South Sixth Street
P.O. Drawer N
Griffin, GA 30224
770-229-3700
www.spalding.k12.ga.us

Accredited by AdvancED



Dr. Robert A. Griffin, Superintendent

Willie A. Hinton, Jr., Chairman | Bob M. Patterson, Vice Chair | Leon Coverson | Bradley Smith | Rebecca "Kay" King

May 7, 2021

To Whom It May Concern:

It is with great pleasure that I recommend Thomaston Milk Company, Inc. We have been a satisfied customer since, August, 2020.

Their service has been impeccable and handled very professionally. Their delivery man is always extremely helpful and the managers are always complimentary of him.

I would not hesitate to recommend them to any school nutrition program.

Sincerely,

Sandra Hudson

Director, School Nutrition



JASPER COUNTY CHARTER SYSTEM SCHOOL NUTRITION PROGRAM

Mary A. Richardson, School Nutrition Director

1411 College Street Monticello, GA 31064

(706) 468-6350 Ext. 132

marichardson@jasper.k12.ga.us

April 12, 2023

To Whom it May Concern:

This is our first year working with Thomaston Milk Company, and I have been very impressed and pleased with everything I have experienced. The customer service provided by Patti, Michael, and Whitney is unparalleled, especially in the current milk company culture. They have been patient and easy to work with during our transition from twice a week deliveries to once a week deliveries.

When our milk contract was unceremoniously and abruptly cancelled by our previous vendor in May 2022, they found a way to provide milk to our school system, even though we are a small, rural District that was out of their territory at that time. They truly care about providing quality service and products for all students.

They are very responsive and eager to resolve issues whenever they arise and go out of their way to make things right. Our milk delivery man is very friendly, helpful, and always professional. I highly recommend Thomaston Milk Company to any organization that values excellent customer service, responsiveness, and professionalism.

Sincerely,

Mary A. Richardson

Jasper County

School Nutrition Director



Superintendent of Schools

Dr. Mark Scott

Board Members

Helen Hughes, Chair

Lori Johnson

Dr. Rick Unruh, Vice Chair

Jon Nichols

Dave Crockett

Bryan Upshaw

Mark Ivory

April 13, 2023

To Whom It May Concern:

I would like to take this time to discuss Houston County School Nutrition's experiences with Thomaston Milk Company. Thomaston Milk Company has been our milk supplier since June 2022 for all 38 schools in Houston County. The quality we receive from them is always high quality and delivered at the correct temperatures. In the very few instances we have received milk that did not meet our standards, Thomaston Milk Company corrected the problem immediately. They are always helpful, accommodating, and respond very quickly to our requests. The team at Thomaston is very easy to work with and provides the very best customer service!

Based on our experience with Thomaston Milk Company in Houston County, we would be pleased to continue doing business with them. Please accept this letter of reference and consider them when soliciting produce bids. If you have any further questions, please do not hesitate to contact me at 478-210-8082.

Sincerely,

Shana Wood, MS, RD, LD
School Nutrition Coordinator





Heard County School System

131 East Court Square

PO Box 1330

Franklin, Georgia 30217

phone 706-675-3320

fax 706-675-3357

Rodney Kay Superintendent

Mike S. Roberts Associate Superintendent

Marianne W. Cole Assistant Superintendent

April 10, 2023

To all parties concerned,

I would like to recommend the services of Thomaston Milk company. During this past two years of working with the company I have been extremely impressed. They, as a team, provide excellent customer service, service at a level we have not had for years from a milk company. Patti, Bobby and Michael are all readily accessible, return calls/e-mails promptly if we have questions and more importantly are proactive when there are issues or concerns. I can honestly say that we did not have a shortage of milk this year because of their commitment to service. As a food service professional, rarely have I encountered the level of professionalism, service and caring that Thomaston Milk provide.

If you have any questions, concerns, or need any additional information, please feel free to contact me at (706) 328-3095.

Sincerely,

Randal Dodson,
Director Heard County School Nutrition

Coweta County School Nutrition

140 Werz Industrial Drive
Newnan, Georgia 30264

Telephone (770) 254-2808
Fax (770) 304-5914

Robin B. Goad
140 Werz Industrial Blvd.
Newnan, Ga. 30265
Phone: 770-254-2808

April 10, 2023

RE: Thomaston Milk Company Inc.

I am writing this letter as a reference for Thomaston Milk Company. Thomaston Milk has serviced the Coweta County School System since 2021. During the time Thomaston Milk serviced Coweta County, they have been both reliable and responsible.

Delivery drivers currently deliver to Coweta County twice weekly working with managers to ensure needed milk quantities are received in time for meal service. The office staff is responsive to all questions and concerns. All and any issues that arose have been handled in a professional and timely manner.

Sincerely,



Robin B. Goad
Coweta County School Nutrition Director

A child can't be hungry for knowledge if they're just plain hungry.... Dorothy McAuliffe



ATTACHMENT A
Certification Letter

(Form must be completed and returned with bid.)

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my company is capable, able to, and will provide the requested product(s) and/or service(s) described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFQ, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

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, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this bid for the Contractor.

SUBMITTED BY Michael Coe DATE 10/01/23

TITLE COO EMAIL: thomastonmilkcompany@aol.com

COMPANY NAME Thomaston Milk Company, Inc.

ADDRESS 308 E. Main St. CITY Thomaston ST GA ZIP 30286

TELEPHONE NUMBER (706) 647-6144 FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE [Signature]

DO YOU ACCEPT VISA? no

ADDITIONAL FEE IF PAYMENT MADE WITH VISA: _____



ATTACHMENT C

Certificate Regarding Debarment, Suspension, Ineligibility

(Form must be completed and returned with bid.)

The Bibb County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Thomaston Milk Company, Inc.

Organization Name

Michael Coe, COO

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

MC

Signature(s)

9/28/23

Date

BIBB COUNTY SCHOOL DISTRICT

ATTACHMENT D

Non-Collusion Affidavit

(Form must be completed and returned with bid.)

Bibb County Board of Education, Macon GA 31208

I state that I am COO of Thomaston Milk Company, Inc.
Title Name of Company

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I state that this bid is made in good faith.

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other contractor, bidder or potential bidder.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

Thomaston Milk Company, Inc., its affiliates, subsidiaries, officers,
Name of Company

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Bibb County Board of Education of the true facts relating to submission of bids for this contract.

Michael Coe 9/28/23
Name/Date

COO
Title or Position


Signature

Attachment E
OFFEROR AFFIRMATION FORM:

Company Name:

RFI Name:

RFI Number:

Thomaston Milk Company, Inc.

After careful examination of the solicitation document in its entirety, _____ and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For Consideration of this proposal, the undersigned hereby affirms that:

1. He/She is a duly authorized official of the offeror.
2. NO changes were made to the original RFI document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document.
4. The offeror will accept any awards made to it as a result of the proposal submitted here in for a minimum of one hundred and twenty (120) days following the date of submission.
5. The offeror will accept the terms and conditions set forth in the contract template attached here to.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the assigned procurement professional within five (5) days of the request, a certification of insurance indicating the coverage specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, constructed, and give effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment and services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or person, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully Submitted,

Company Name

Thomaston Milk Company, Inc.

Authorized Official Name

Michael Coe

Signature

[Signature]

Title:

COO

Date:

9/28/23

E-mail Address:

thomastonmilkcompany@aol.com

The legal name of the bidder is:

Michael E. Coe

PLEASE PRINT OR TYPE RESPONSE

Attachment F
CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and

That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and

That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

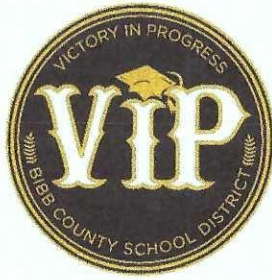
That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and

That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Thomaston Milk Company, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Coe, COO
Date:	9/28/23
Company Address:	308 E. Main St. Thomaston, GA 30286
FAX Number:	
Email Address:	thomastonmilkcompany@aol.com
*This table must be completed in its entirety by the supplier.	



**Bibb County School District
Office of Procurement**

AGREEMENT BETWEEN

Bibb County School District

AND

Thomaston Milk Company, Inc.

FOR:

RFP/RFQ:

Dated:

THE BIBB COUNTY SCHOOL DISTRICT

STATE OF GEORGIA COUNTY OF BIBB

This Agreement ("Agreement") is made and entered into by and between the Bibb County School District, an independent school system chartered under the laws of the state of Georgia, having a headquarters at 484 Mulberry Street, Macon, Georgia 31201 (hereinafter referred to as the "School District ") and ~~Thomaston Milk Company, Inc.~~ *(insert full legal name of contractor)* a company organized and existing under the laws of the state of GA located at 308 E. Main St. Thomaston, GA *(insert contractor's address)* (hereinafter referred to as the "Contractor", and together with the School District, the "Parties", and each a "Party").

WITNESSETH

WHEREAS, the School District sought proposals from vendors to provide _____ *(insert solicitation name)* in _____ *(insert RFQ or RFP, include number)*.

WHEREAS, **Contractor** submitted a proposal to the School District for the provision of said goods and/or services; and

WHEREAS, the Director of Procurement and Warehouse Operations Services for the School District recommended that Contractor be awarded a Contract to provide said goods and/or services to the School District; and

WHEREAS, at its meeting on _____ *(insert date)* the Bibb County Board of Education ("Board of Education") authorized the School District to enter into a Contract with Contractor.

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

ARTICLE I. DEFINITIONS

1.1 Contract Documents.

The Contract Documents consist of: *(update list as needed)*

- a. This Agreement.
- b. Solicitation _____ *(insert solicitation name & number)*.
- c. The Contractor's Proposal to the above-numbered Solicitation, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Contractor that have not been explicitly accepted by the School District in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.
- d. Board Approval, If applicable: All Contract over \$150,000.00 in value:

THE BIBB COUNTY SCHOOL DISTRICT

Completed on _____, dated _____ (insert board item number and date).

This Agreement together with the aforementioned documents collectively form **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement along with the aforementioned documents, which form the Contract. The School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of the Contract.

1.2 Inconsistency.

Any inconsistency or conflict among the specific provisions of this Agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Agreement.
- b. Second, by giving preference to the specific provisions of the Solicitation, attached hereto.
- c. Third, by giving preference to the specific provisions of Contractor's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Contractor that have not been explicitly accepted by the School District in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.

ARTICLE II. SCOPE OF CONTRACT

2.1 Contractor will provide, and the School District hereby engages Contractor for the purpose of providing Milk / Dairy (insert name or general description of goods/services to be provided) to the School District in accordance with the statement of Work included in Contractor's Proposal, and/or outlined in the Solicitation dated 20 . (insert date of solicitation)

Contractor agrees to provide said goods or services to or for the School District and to perform all other tasks required by this Contract.

2.2 Contractor will provide the goods and/or services to the School District in the manner defined in Contractor's Proposal attached hereto as Exhibit B and incorporated herein reference.

ARTICLE III. TERM

The term of the Contract is as follows:

THE BIBB COUNTY SCHOOL DISTRICT

3.1 Initial Term.

The performance period for the Contract is one (1) year, subject however to paragraph 3.2 and Article VII below. Contract performance shall begin on _____, 20____. *(insert start date for contract)*

3.2 Optional Renewal Terms.

The parties may elect to renew the Contract beyond the one-year initial term. As set forth above, the "Initial Term" of the Contract will begin on [_____], 20[____] (the "Starting Date") and will end on [_____], 20[____]. The Contract will automatically renew for one successive calendar year term (the "Renewal Term"), and a final term (the "Ending Term") beginning on [_____], 20[____] and ending on [_____], 20[____] (the "Ending Date"). As required by Official Code of Georgia Annotated § 20-2-506, the Contract will terminate absolutely and without further obligation on the part of the School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but will be automatically renewed for each subsequent calendar year during the term, unless School District gives a Nonrenewal Notice on or prior to [_____] unless the Contract is terminated earlier. The "Contract Term" is the period from the Starting Date to the Ending Date, subject to the expiration or termination of the Contract.

3.3 Same Terms.

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Subsequent or Renewal Term shall be the same as those contained within in the Contract.

3.4 Statutory Compliance Regarding Purchase Contracts.

The parties intend that the Contract shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that the Contract would conflict therewith, then the Contract shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.

Contractor by the execution of this Agreement, acknowledges that it possesses that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect and shall be liable for failure to exercise such degree of care, learning and ability. Any equipment, supplies, or materials used in the performance of the Contract shall be at the expense of the Contractor.

THE BIBB COUNTY SCHOOL DISTRICT

4.2 Contractor's Responsibilities.

a. General

It is the Contractor's responsibility to comply with all of the terms and conditions of this Contract. The Contractor is also expected to make every effort to support the mission and duties of the School District.

b. Personnel and Staffing.

Contractor is solely responsible for all matters concerning the recruitment, performance, and retention of Contractor's personnel. Contractor must fully comply with all federal, state, and local laws/regulations regarding employment and immigration, including, but not limited to, nondiscrimination, compensation, taxation, and benefits.

Contractor understands and agrees that employees of the School District are not permitted to work under this Contract, nor can they have ownership in a company that bids for or works under this Contract, either as a prime contractor or as a sub-contractor. Any breach of this provision shall result in immediate termination of the Contract and termination of employment with the School District.

Contractor warrants that all persons assigned to perform the services under the Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the School District. All of Contractor's and all of subcontractor's personnel shall comply with the confidentiality requirements of the Contract, any confidentiality requirements required by the School District, and the security requirements of the School District while on school property or at a school related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the School District may have the personnel removed from the premises. Contractor agrees that any obligation to provide health insurance to any individual employed, utilized, or subcontracted by Contractor shall be the sole and exclusive responsibility of Contractor or the subcontractor of Contractor.

Contractor warrants that all persons assigned to perform the services under the Contract are qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the School District believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the School District shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the request of the School District, immediately replace such person with another person acceptable to the School District and with sufficient knowledge and expertise to perform the services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the services in accordance with the schedule and maintenance requirements set forth in the Contract.

THE BIBB COUNTY SCHOOL DISTRICT

Contractor warrants that person assigned by Contractor to provide the services to the School District possess all licenses, training and certifications required by the State of Georgia.

Contractor understands and agrees that is responsible for paying the wages of Contractor's personnel and will be responsible for withholding and remitting all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state, and federal unemployment insurance taxes and the employer's share of social security taxes on the behalf of its personnel, as required by law. Contractor further agrees to comply with any applicable provisions of the Davis-Bacon Act.

Contractor recognizes that personnel who are assigned to provide the services may have access to certain information, which may be proprietary and confidential. Contractor will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with the terms of this Contract.

Contractor agrees to relinquish to the School District any and all proprietary rights which it may have in work product created or contributed to by personnel while on assignment.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee for Contractor to solicit or secure the Contract; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

For the breach or violation of the above warranty and after notice, the School District shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4.3 Warranties.

The School District does not waive, amend, or abridge any stated or implied contractual or warranty rights provided to the School District under state or federal law. In addition, Contractor warrants and agrees as follows:

- a. Any goods, applications or software purchased or provided under the Contract will be defect free in design, materials, and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by the School District in the Solicitation and shall conform to all the requirements of the Solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of the Solicitation and as set forth in Contractor's Proposal. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.

THE BIBB COUNTY SCHOOL DISTRICT

- b. Any services purchased under the Contract will be performed by Contractor according to its best efforts for the Term(s) of this Contract. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by the School District.
- c. Contractor is fully aware of the School District's business requirements and intended uses of the goods, applications, software, processes, services, and products and warrants that such shall be fit for such intended uses.
- d. Contractor represents and warrants that all the concepts, materials, applications, products, and services produced, or provided to the School District shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Contractor represents and warrants that the concepts, materials, applications, products and services and the School District's use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Compensation and Payment.

The School District shall pay Contractor for the satisfactory performance of the services and satisfactory delivery of the goods solicited, approved, and accepted under this Contract, the terms and rates set forth in the Contractor's Proposal. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract. Regarding Contractor's provision of goods and/or services under this Contract, the School District will utilize Contractor's services on an as needed basis, based on approved statement of work and as such the School District will only be responsible for payment for goods and/or services related to Contractor's Proposal and Statement of Work that are satisfactorily performed and meet the School District's required specifications.

Contractor further acknowledges and agrees that the value of the Contract shall not exceed _____ Dollars (\$ _____ .00) annually; *(Insert estimated annual expenditure)* however, the School District is under no obligation to solicit goods or services totaling this amount and Contractor will only be paid for services rendered and goods accepted. Nothing in the Contract shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

Contractor shall submit periodic invoices in triplicate detailing the services performed and the goods delivered (as applicable). The School District shall make payments in accordance with the School District Finance Department's payment procedures.

Any delay in the approval of an invoice or any delay in the payment will not excuse failure-to-

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perform by Contractor. The School District shall have fifteen (15) days to approve or disapprove an invoice. Once approved, the School District will have thirty (30) days to pay any approved invoiced. The School District will not be subject to any late fees by Contractor.

5.2 Payments Withheld.

The School District may decline to approve an invoice and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the School District from loss, because of any of the following:

- a. Services not performed in accordance with the terms of the Contract, and which have not been remedied in accordance with the Contract.
- b. Contractor supplies the School District with nonconforming goods and fails to cure the deficiency (at Contractor's sole expense) to the School District's reasonable satisfaction in accordance with the Contract.
- c. Persistent failure of Contractor to perform or provide its good or services in accordance with the Contract schedule and the milestones established.
- d. Liens filed by Contractor's sub-consultants or subcontractors, or third-party claims based on Contractor's failure to make payments for services performed or materials provided;
- e. Failure of Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided;
- f. Damage to the School District or to another contractor by Contractor; or,
- g. Failure of Contractor to provide upon request by the School District documentation sufficient to substantiate charges on any invoice submitted for payment.
- h. Breach of any warranties contained in the Contract.

5.3 Final Payment.

The acceptance of final payment shall, after the date of completion of the services and/or delivery of goods required under this Contract, constitute a release and a waiver of all claims by Contractor for payment for services and/or good delivered under the Contract (and any amendments thereto) against the School District, , the Board of Education, and their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way the Contract (and any amendments thereto) between the School District and Contractor.

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5.4 Accounting Records.

All records of expenses pertaining to the Contract shall be kept on a sound accounting basis. Contractor shall maintain full and complete records and such records shall be available for review by the School District or its authorized representative at mutually convenient times. All records must be maintained for a minimum of seven (7) years after the final payment by the School District or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period. In addition, the School District shall have the authority to audit any and all records pertinent or relative to the Contract, the Contractor's records and any and all of its subcontractors' records pertinent or relative to the Contract, at any time for a period of at least three (3) years after close-out of the Contract and Contractor shall surrender such records upon request and provide access to the School District and any reviewing agencies during such period.

5.5 Risk of Loss for Delivery of Goods

For all goods purchased by the School District under this Agreement, Delivery shall be FOB destination, the School District's place of business. Insurance during shipment and until the goods are accepted by the School District is the responsibility of Contractor.

5.6 Rejection or Revocation of Acceptance of the Goods

All goods are subject to final inspection and acceptance within a reasonable time after delivery and the right to reject defective or non-conforming goods is reserved despite any prior inspection by the School District.

ARTICLE VI. CONFIDENTIALITY AND SECURITY

6.1 Definition

Confidential information is defined as follows:

- a. Any information about the School District or its business that is stamped "Confidential."
- b. Identified in writing as confidential to Contractor or any of its representatives by or on behalf of the School District at the time of or promptly following the information's written or oral disclosure. All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").
- c. Any information that is excluded from disclosure by the School District by the Georgia Open Records Act OCGA 50-18-70 et. seq. ("the Open Records Act"), including but not limited to, student educational records and information.

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- d. Despite any other provision in this Section, the failure by the School District to identify information as Confidential Information is not an acknowledgement of admission by the School District that the information is not confidential or a waiver by the School District of any of its rights with respect to the information.

The term "Confidential Information" does not include information that Contractor demonstrates:

- i. Was or becomes generally publicly available, other than as a result of a disclosure by Contractor or any of its Representatives in violation of the Contract.
- ii. Is in the lawful possession of the Recipient or any of its Representatives prior to its disclosure by or on behalf of the School District or any of its Representatives; or
- iii. Was or becomes available to Contractor or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of the School District or its Representatives from a third party that to Contractor's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary, or other).

6.2 Contractor's Obligation Regarding Confidential Information

During and after the Term of this Contract, Contractor shall take all commercially reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature.

Without limiting the effect of the preceding sentence, Contractor will take commercially reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of the Contract and to prevent any disclosure of the Confidential Information by any of them.

Contractor shall give prompt written notice to the School District of any suspected or actual security breach that may or does impact the School District data or of any unauthorized use or disclosure of the Confidential Information. Contractor shall assist the School District in remedying each unauthorized use or disclosure.

Giving assistance does not waive any breach of this Section by Contractor, nor does acceptance of the assistance constitute a waiver of any breach of this Section.

The Contractor shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Contractor shall comply and shall assist the School District in compliance, in all material respects, with applicable laws and regulations, including with Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.

To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible

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student/parent/guardian and the School District written permission. Personally identifiable student information and education records as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Contract.

In its own discretion, the School District may designate Contractor as a "school official" within the meaning of FERPA, if the School District determines that the Services under the Contract are functions that would normally be provided by the School District and if the School District determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of the School District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use personally identifiable information and education records may only be for the purpose of performing its obligations under the Contract. the School District retains all ownership rights in education records and personally identifiable student information.

Notwithstanding any other term of the Contract, Contractor will not disclose personally identifiable information or education records to any third party except as permitted by 34 C.F.R. 99.33(a). The School District may have access to student records maintained by Contractor with ten (10) business days' notice to Contractor as provided for in this Agreement. With respect to information protected by FERPA, Contractor may not continue to maintain education records or personally identifiable information of Students after termination, and must return or destroy, as requested by the School District, all such records and information to the School District as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

6.3 Breach of Confidentiality

Contractor acknowledges and agrees that an award of money damages is inadequate for any breach of this Section by Contractor, or any of its respective agents, representatives, administrators, employees, officers, directors, attorneys, successors, and assigns; and that any breach causes the School District irreparable harm. Therefore, in the event of any breach or threatened breach of this Section by Contractor or any of its Representatives, the School District is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

6.4 Georgia Public Records.

Contractor understands and agrees that the School District must comply with the Open Records Act and release public documents as defined by the Open Records Act upon request, including the Contract and all records created and maintained in relation to the Contract, unless otherwise exempt under other provisions of the Open Records Act. Contractor understands and agrees that the School District will respond to requests under the Open Records Act at its discretion.

Contractor shall assist the School District in compliance with all provisions of the Open Records Act and make records pertaining to the performance of services or functions under the Contract available to the School District at the request of the School District.

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If Contractor asserts that any information in its response or in any information provided to the School District with respect to the services or products under the Contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then Contractor ***must*** follow the requirements of the Act set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

6.5 Data Security

Contractor understands and agrees that it is imperative to protect the School District data in order to protect public resources and to prevent identity theft or other malicious and damaging acts.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of the School District data and information. Contractor shall also adhere to all applicable industry standards concerning privacy, data protection, confidentiality, and information security as well as all the School District policies, procedures, and operating guidelines regarding privacy, confidentiality, and security.

ARTICLE VII. TERMINATION

The Contract may be terminated as follows (in addition to the termination provisions set forth in the Solicitation, if any):

7.1 Termination Without Cause

- a. The School District may, at any time upon thirty (30) days prior written notice to Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Contract for the convenience of the School District. If the School District terminates the whole or any portion of the Contract at the School District's convenience, then the School District shall only be liable to Contractor for the goods and/or services satisfactorily provided and or performed by Contractor up to the date of termination.
- b. The School District may terminate the Contract pursuant to O.C.G.A. § 20-2-506, by providing Contractor with at least thirty (30) days notice prior to the end of the calendar year.
- c. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling the School District's obligations hereunder, the School District may terminate the Contract by providing at least fifteen (15) days written notice of termination to the Contractor. Notice of termination shall include a certification by the School District of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by the School District not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the Contractor before the earlier of the end of the calendar year following the year in which the notification of

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such certification is received by the Contractor or the date this Contract expires on its own terms, whichever first occurs. The School District shall be obligated for payments to the Contractor through the date of termination.

- d. The Contract may be terminated by the School District if the School District gives the Contractor a written notice indicating non-renewal no less than 15 days prior to any automatic renewal date under the Contract. The written notice of non-renewal notice will evidence the School District's intention not to renew the Contract.

7.2 For Cause Termination and Other Remedies.

The occurrence of any one or more of the following events shall a default by Contractor under the Contract:

- a. Contractor fails to deliver the goods and services ordered by the School District under the Contract or has delivered nonconforming goods or services or fails to perform, to the satisfaction of the School District, 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;
- b. Contractor fails to make substantial and timely progress toward performance of the Contract; or the School District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c. Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or the Contractor terminates or suspends its business; or the School District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- d. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations or orders when performing within the scope of the Contract;
- e. The Contractor has engaged in conduct that has or may expose the School District to liability, as determined in the School District's sole discretion; or
- f. The Contractor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.

In the event of default Contractor, the School District shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in the School District's written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then the School District may: (1) Immediately terminate the Contract without additional written notice; and/or (2) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor including without limitation offsetting amounts owed by the School District to the Contractor; and/or (3) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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7.3 Termination by Contractor

Contractor may terminate the Contract if the School District fails to make timely payment (within 30 days of invoice) of an invoice that has been approved by the School District. Prior to terminating the Contract, Contractor shall provide 15 days written notice to the School District, notifying the School District of its failure to pay. The School District may cure its default within 15 days of receipt of the notice.

ARTICLE VIII. INSURANCE

8.1 General Insurance Requirements.

The following general insurance requirements apply to any and all work under the Contract by all Contractors and Subcontractors of any tier:

- a. Contractor shall provide insurance as required by the Contract Documents. Any and all insurance required by the Contract shall be maintained during the entire length of this Contract, including any extensions thereto, and until all work has been completed to the satisfaction of the School District. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under the Contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.
- b. The School District shall be covered as an Additional Insured under any and all insurance required by the Contract (other than Contractor's workers compensation and employer's liability insurance). Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.
- c. The School District shall be given no less than thirty (30) days' notice of cancellation of any insurance required under the Contract. The School District shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under the Contract. The School District shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- d. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the Contract and that he is licensed by the State of Georgia and is currently in good standing with Commissioner of Insurance for the State of Georgia.
- e. Any and all companies providing insurance required by the Contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless

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of risk, companies providing insurance under the Contract must have a current:

- i. Best's Rating not less than A, and
 - ii. Best's Financial Size Category not less than size VII.
- f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract, or if such insurance is canceled for any reason, the School District shall have (a) the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or (b) the right to terminate the Contract.

8.2 Worker's Compensation and Employer's Liability Insurance.

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the Contract.

Workers' Compensation

Statutory

Employer's Liability

Bodily Injury by Accident

\$100,000 each accident

Bodily Injury by Disease

\$100,000 each employee

Bodily Injury by Disease

\$500,000 policy limit

This requirement does not apply to any business that has regularly in service less than three employees in the same business within the state of Georgia.

8.3 Comprehensive General Liability Insurance.

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises-Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this Contract. Policy coverage must be on an occurrence basis.

8.4 Automobile Liability Insurance.

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less

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than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles to be covered

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under the Contract.

8.5 Umbrella Liability Insurance.

The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$1,000,000 aggregate.

ARTICLE IX. THE SCHOOL DISTRICT PROHIBITS UNLAWFUL DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

9.1 The School District does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or any other basis prohibited by law in any educational programs or activities or in employment policies and practices. Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

9.2 The School District prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

9.3 The School District may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

ARTICLE X. DRUG/ALCOHOL/TOBACCO/WEAPONS FREE WORKPLACE

10.1 Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess, or use controlled substances or marijuana, as defined by law, during the performance of the Contract while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.2 Contractor and all subcontractors, if any, shall not possess any weapon, as defined by law on school property, at school related functions, or within 1000 feet of school property or school functions. Failure to comply with this provision may be considered a material breach.

10.3 Contractor and all subcontractors, if any, also shall adhere to all policies and regulations of the School District and the Board of Education that prohibit the possession, distribution, sale,

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dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.4 The School District may suspend or terminate Contractor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

ARTICLE XI. SALES TAX

The School District is exempt from all state sales tax and federal excise taxes; and shall not pay any such taxes under the Contract. The School District, upon written request, will provide Contractor with applicable sales tax exemption certificates.

ARTICLE XII. NO WARRANTY DISCLAIMER

Contractor warrants that its services or goods or both fit the need or purpose of the Solicitation attached as Exhibit A. Contractor cannot disclaim these warranties. Should any third-party warranties exist, Contractor agrees to pass along all such warranties to and for the benefit of the School District, and to serve as the School District's contact to facilitate its rights under such warranties.

ARTICLE XIII. GENERAL TERMS AND CONDITIONS

13.1 Assignment and Modification.

Contractor shall not assign or transfer any interest in the Contract without the prior written consent of the School District. No modification of the Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

13.3 Subcontractors.

Contractor shall not subcontract services or any part of the Contract without the prior written consent of the School District.

13.4 Third Party Beneficiaries.

The Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

13.5 Ownership.

Contractor retains all rights, title, and interest in and to its intellectual property and copyright materials, provided in connection with Contractor's services (collectively, "Contractor IP").

Contractor grants to the School District a personal, nonexclusive license to use Contractor IP for its own non-commercial, incidental use as contemplated herein. All data of the School District shall remain the property of the School District.

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13.6 Indemnification.

The School District shall not be liable for any injuries incurred by Contractor or any of its employees, representatives, or agents during the performance of Contractor's duties as outlined in the Contract. Contractor agrees to indemnify, hold harmless and defend the School District, the Board of Education and any of their current, future, or past officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees) and/or causes of action out of any alleged negligence or misconduct of Contractor and for which the School District, the Board of Education, or any of their agents, officers, representatives, administrators, servants, or employees are alleged to be liable.

Contractor further agrees to indemnify, hold harmless and defend the School District, the Board of Education and any of their agents, officers, representatives, administrators, servants, and employees from and against any claim, demand, liability, loss, charges, expenses (including attorney fees) and/or causes of action of whatever kind or nature arising out of any conduct or misconduct of Contractor not included in the paragraph above and for which the School District, the Board of Education or any of their agents, officers, representatives, administrators, servants or employees are alleged to be liable.

Contractor further agrees that its agreement to indemnify and hold harmless the School District, the Board of Education and any of their current, future or past officers, agents, representatives, administrators, and employees shall not be limited to the limits of any insurance that may be required under the Contract.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the School District's or the Board of Education's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This Subsection represents the entire agreement between the Parties regarding indemnification and replaces any other references to indemnification in the Contract Documents or Exhibits.

13.7 Disputes.

In the event of any controversy, claim, dispute, or other matter in question arising out of or relating to the Contract or the breach thereof or otherwise with the Contract, which has not been resolved pursuant to other conditions of the Contract (hereinafter referred to as the "dispute"), Contractor, prior to pursuing any legal action, shall appeal the dispute to the Executive Director of Purchasing and Warehouse Operations Services via the School District's Purchasing Dispute Resolution Provisions.

XX.X Dispute Resolution Process

Before pursuing legal action, the parties agree to hold a meeting or conference between representatives of the contractor and the School District to resolve any problems or to discuss issues regarding the implementation of the Contract. Such meeting or conference shall be held within ten

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(10) business days of the date of any such request. Any requests to meet to discuss a potential dispute will be made to the Director of Procurement and Warehouse Operations Services.

13.8 No Waiver of Legal Rights.

Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach, or of any right, that the School District or Contractor may have for damages.

The Parties may waive any provision in the Contract only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced.

No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under the Contract, and no act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy, or condition.

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

13.9 Obligation to Perform.

Contractor shall continue to perform notwithstanding all disputes or disagreements with the School District, other than the School District's nonpayment of an approved invoice, following notice and cure as provided in this Agreement. Contractor's performance under the Contract shall not be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and the School District may otherwise agree to in writing.

13.10 Rights and Remedies.

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

13.11 Organization, Licenses, and Regulations.

Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A § 14-2-1501. The School District may require Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of this Agreement. Contractor's failure to provide such documents upon demand by the School District will constitute grounds for termination of the Contract by the School District .

Contractor shall secure and keep in full force and effect during the term of the Contract, without additional cost to the School District, all business licenses and permits required for Contractor's performance of the services contemplated herein.

Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State, and local laws, rules, and regulations

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applicable to an organization engaged in the Contractor's business including but not limited to, those bearing upon labor standards or practices, non-discrimination, equal employment opportunity and the like.

13.12 Notices.

Except as otherwise expressly provided, any notice, instruction or other written communication required or permitted to be given under the Contract shall be deemed to have been delivered or received:

- a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or
- b. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or the School District at its official address, for use under the Contract, as the case may be. For purposes of the Contract, notices, instructions, or other written communications shall be sent or delivered at the following address:

To Contractor:

Thomaston Milk Company, Inc.
308 E. Main St.
Thomaston, GA 30286

And to The School District:

Superintendent
Bibb County School District
484 Mulberry Street
Macon, Georgia 31201

With Copies To:

Bibb County School District Legal Department
Bibb County School District
484 Mulberry Street, Suite 400
Macon, Georgia 31201

Director of Procurement and Warehouse Operations Services
Procurement
4580 Cavalier Drive
Macon, Georgia 31220

13.13 Publicity.

Any publicity regarding the services or goods provided under this Contract, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar

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public notices prepared by or for the Contractor shall not be released without prior written approval by the School District. Contractor may, however, reference the Contract in proposals for other contracts or in client lists without prior School District approval.

13.14 Extent of Agreement.

The Contract represents the entire and integrated Contract between the School District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The School District and Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in the Contract. The Contract is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to the Contract. The Contract may be amended only by written instrument and only after such amendment has been authorized by the Bibb County School District.

13.15 Venue & Governing Law.

Venue of any action brought under the Contract shall lie exclusively in the Macon, Bibb County, State of Georgia, or in the United States District Court for the Middle District of Georgia, Macon Division, without giving effect to its choice of law principles. Contractor hereby waives any and all objections to the exercise of personal jurisdiction and venue in these courts.

All matters giving arise under or relating to the Contract shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time. This paragraph represents the entire agreement between the parties regarding venue and governing law and replaces any other references to governing law or venue in the Contract Documents or Exhibits.

13.16 Force Majeure.

Both the School District and Contractor shall not be considered in default in the performance of its obligations under the Contract to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitation: acts of God; pandemics or epidemics designated by state or federal authorities; acts or omissions of governmental authorities; strikes, lockouts or other industrial disturbances.

13.17 Severability.

In the event any provision or any portion of any provision of the Contract, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of the Contract or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of the Contract will not be adversely affected.

THE BIBB COUNTY SCHOOL DISTRICT

13.18 Multiple Counterparts.

The Contract may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

13.19 Section Headings.

The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

13.20 Number and Gender.

Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

13.21 Rights and Remedies Cumulative.

Any enumeration of the School District's rights and remedies set forth in the Contract are not exhaustive. The School District's exercise of any right or remedy pursuant to the Contract does not preclude the exercise of any other right or remedy. All the School District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in the Contract, any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

13.22 Time Is of The Essence.

Time is of the essence with regard to performance of any services under the Contract, unless the parties agree otherwise in writing.

13.23 Relationship Among Parties.

The Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the Parties, and the Parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party except as provided by written instrument signed by both parties.

13.24 Authority.

The Parties hereby represent and warrant that the individuals executing this Agreement have the authority to legally bind the School District and Contractor respectively.

13.25 Interpretation.

The Contract is the joint product of negotiations between the Parties and shall not be interpreted or construed against either party hereto, regardless of which Party has been primarily responsible for

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its preparation.

13.26 Background Check.

The School District requires that all individuals who will work on the School District site (including full-time, part-time, and temporary employees, contractors and subcontractors) must be fingerprinted by the School District and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at the School District. The cost of fingerprinting is \$50.00 per individual and is the responsibility of Contractor. Any failure to comply with this requirement constitutes a breach of the Contract.

13.27 Georgia Security and Immigration Compliance Act.

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

IN WITNESS WHEREOF, The School District and the Contractor have caused this Agreement to be executed by the duly authorized representative of the day, month and year first above written.

The Bibb County School District

Contractor: Thomaston Milk Company, Inc.

By: _____

By: Michael Coe

Title: Superintendent

Title: COO

Date: _____

Date: 9/28/23

General Information

All Bids are received within the Procurement Office, located **VIA BONFIRE**. (Link is provided online, BCSD Webpage under Bids and Proposals).

Bibb BCSD School District reserves the right to reject any and/or all bids and to waive any informality.

Any Informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of the bidder to provide it would have no impact on the outcome of the bid. In such cases, the bidder failed to supply the information may be given a specified period time to comply. If the bidder fails to comply in that period, the bid will be rejected for reasons of no compliance. No award will be made unless all required information is received by Bibb BCSD School District.

I. Compliance:

Failure to meet the requirement of the specifications in any area not considered to be an informality will cause the bid to be non-responsive and the bid shall be rejected. The bid shall be offered, and a contract shall be entered into in accordance with the term and conditions of the solicitation. The Bibb BCSD School District reserves the right to waive any general or special condition if it is in the best interest of the district, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

II. Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document, and when necessary, obtain clarification prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provision set forth herein.

III. Clarification:

If a clarification is required, the request shall be made in writing via email, Elaine Wilson at Elaine.Wilson@bcsdk12.net. The clarification will be emailed back, or posted online. If an addendum has to be posted, all bidders must acknowledge they received the addendum within their bid package.

IV. Bid Acceptance:

The BCSD reserves the right to reject any or all bids, or any part of any bids, to waive any formality and unless otherwise specified by the bidder to accept any items on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the district has 60 days to accept or reject.

V. Corrections:

All prices and notations must be in ink or typewritten. Any correction shall be initialed in ink or typewritten by the person making the correction.

VI. Cancellation

Bids Awards, contracts and extension may be cancelled for convenience by the Bibb BCSD School District at any time.

VII. 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-respondent.

VIII. No Obligation/No Order(s) Guaranteed:

The acquisition of any program, product or element for these requirements is subject to the approval and funding of the Bibb BCSD School District, and no obligation or commitment is incurred by the Bibb BCSD School District from the receipt of any proposal 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 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 the district or become a reason for placing an order with the vendor.

IX. Funding Provision:

No purchase will be made if funding is not approved by the Bibb BCSD Board of Education.

X. Fiscal Year Funding Implication:

The fiscal year for Bibb BCSD School District begins July 1 and ends June 30. The solicitation and any resulting contracts(s) may contain renewal and extension options.

XI. Bid Pricing:

Each item should be priced as indicated in the proposal via price worksheet, cost sheet, or Exhibits. Payment terms discounts will not be considered.

XII. Delivery Terms:

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed.

XIII. Patent Indemnity

The contractor guarantees to hold the BCSD, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

XIV. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by the district as a result of violations of the contract terms by any contractor.

XV. Submission of Bids:

Bids shall be submitted:

- Proposals shall be accepted in the Office of Procurement Services of the Bibb BCSD School District, Procurement Office, 4580 Cavalier Drive, Macon GA 31211
- Proposals delivered prior to the proposal close date and time can be received during normal business hours (between 8:30 a.m. ET and 4:00 p.m. ET) only.

- Deliveries attempted by any method (including mail, express courier, or in person) after 11:00 a.m. ET on the date due **CANNOT** be accepted; therefore, we suggest that you submit proposals well in advance of the date and time due.
- Fax Bids will not be submitted
- Only bids submitted on bid forms provided with this solicitation or copier's thereof will be considered.
- The Bid/Contract must be submitted without alterations.
- This entire bid document shall be submitted in a sealed envelope with company name and bid opening date clearly reflected on the outside of the envelope, with the Solicitation number.
- If a bid requires ELECTRONIC Submittal, please do so via the "Vendor Registry".

XVI. Error in Bid:

In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the opening. The district reserves the right to correct mathematical errors that cause an incorrect extension for an item or summary totals.

XVII. Award:

The BCSD 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 district. Awards will be based on the total price of all items as presented on the Bid Form.

1. The district reserves the right to ascertain, after the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Bibb BCSD Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but not limited to, the following:

- Delivery ability -- Bidder must demonstrate or has demonstrated to the district the ability to promptly and efficiently deliver all items on the bid list.
- Capacity -- Bidder must demonstrate to the District that they have the financial capacity to procure the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

Please be advised that it is the policy of the Bibb BCSD School District that all contracts are awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror. This contract shall be for one (1) base term of one year with options of renewal pending funding as indicated by the State. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents. Offeror shall not provide goods or services until a purchase order has been issued by BCSD Procurement Services Department.

XVIII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the BCSD within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the BCSD shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the BCSD may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the BCSD reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIX. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XX. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the District, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening,

directly or indirectly, to any other vendor or competitor.

- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for restricting competition. For any breach or violation of this provision, the District shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XXI. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the District for costs to the school district in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XXII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXIII. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXIV. Ineligible Bidders

The District may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the District. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXV. Alterations of Documents

Alterations of District documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVI. Termination for Convenience

The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for goods

or services delivered or accepted. The District Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the District's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXVII. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify District and protect, defend, indemnify and hold harmless Bibb District School District, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Bibb District School District. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the District, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

AGREEMENT OF TERMS AND CONDITIONS

By responding to this solicitation, the supplier understands and agrees to the following:

That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and

That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and

That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

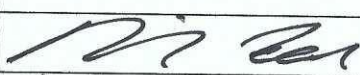
That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and

That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Thomaston Milk Company, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Coe, COO
Date:	9-28-23
Email:	thomastonmilkcompany@aol.com
Fax:	
*This table must be completed in its entirety by the supplier.	