

 <p><b>DeKalb County</b> School District</p>	<p><b>Vendor Services Department</b> Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083</p>
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## Invitation to Bid (ITB) 24-28

### School Nutrition Fluid Milk

#### Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	February 08, 2024		<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
<b>Mandatory</b> Pre-Proposal Conference	N/A	N/A	Via Microsoft Teams ( <b>registration required</b> )
<b>Mandatory Site Visit</b> (if applicable)	N/A	N/A	N/A
IonWave Demo Virtual Session- <i>(Optional)</i>	February 21, 2024	12:00 PM	Via Microsoft Teams ( <b>registration required</b> )
Deadline to Submit Questions (Q&A)	February 23, 2024	12:00 PM	<a href="mailto:solicitationquestions@dekalbschoolsga.org">solicitationquestions@dekalbschoolsga.org</a>
Q&A Deadline Responses	March 01, 2024	4:30 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Submission Deadline	March 12, 2024	2:00 PM	<a href="https://dekalbschoolsga.ionwave.net">https://dekalbschoolsga.ionwave.net</a>
Virtual Public Acknowledgement	March 12, 2024	3:00 PM	Via Microsoft Teams ( <b>Registration required</b> )

**SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>**

**DeKalb County School District Solicitation Contact Person:**

*Carla L. Smith, Vendor Services Executive Director*

(678) 676- 0120 and/or email at [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

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

# **INVITATION TO BID**

## **ITB 24-28**

### **Fluid Milk**

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DeKalb County School District (“DCSD”) extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

### ***Format and Submission of Invitation to Bid***

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for ITB responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror’s proposal, and facilitate an efficient and comprehensive evaluation of all responses. Responses must comply with the specifications and detailed instructions stated in this ITB document, be signed by the certifying company official, and be presented to the DCSD Vendor Services-Procurement Department according to the detailed instructions stated in this document.

- ITB responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this ITB document. Each separate bullet point must be addressed individually. A response that does not adhere to a “point-by-point” format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

***All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.***

Time is of the essence. Specify your earliest \_\_\_\_\_ and latest \_\_\_\_\_ service commencement dates after receipt of award letter.

### ***Approval by the DeKalb County Board of Education***

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

### ***Funding Provisions***

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

### ***Fiscal Year Funding Implications***

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

### ***Compliance with Specifications***

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

\_\_\_ Bid is in complete compliance with bid specifications.

\_\_\_ Bid deviates from stated specifications as follows:

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**Cancellation**

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the ITB requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

**Payment to Successful Vendor(s)**

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at: <https://www.dekalbschoolsga.org/purchasing/>.

**Rights Reserved**

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

**Taxes**

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

**Merchantability and Quality**

Bidder warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in bidder’s catalogs, product brochures and other representations, depictions or models of the goods.

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

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**F.O.B. Destination**

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

***Estimated Quantities***

The quantities shown in this ITB document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

***Exclusions of Trade Usages***

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

***Conditional Bids***

Provisions within Bids that are conditional (e.g., "Prices Subject to Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this ITB shall control. If any terms and conditions of the Bids contradict or come into conflict with the terms and conditions of this ITB then the terms and conditions of this ITB shall control unless such provision is specifically accepted by DCSD in writing.

***Bidder Failure***

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

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

***Georgia Open Records Act***

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

***No Assignment of Award***

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

***The Laws of the State of Georgia***

This ITB and subsequent agreement are subject to the laws of the State of Georgia.

***§ 200.322 Domestic preferences for procurements.***

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

***Additional Terms***

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

**ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:**

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

## PART 1 BACKGROUND AND INFORMATION

### **A. Objectives**

The DeKalb County School District (DCSD) is seeking catalog discounts from qualified bidders with professional qualifications, technical competence, and specialized experience to provide Fluid Milk as outlined in the scope of work in Part III of this ITB.

Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide Fluid Milk, in accordance with the requirements of this ITB. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

### **B. General Information**

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

### **C. Procurement Process**

The procurement will be on a formally advertised basis. Bidders must be responsive to all aspects of this ITB.

### **D. Addenda**

It is the responsibility of bidders to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of bidders to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the bidder, and included in the bidder's ITB submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net/Login.aspx>

### **E. Bidder Contact Person**

The assigned contact person for bidders is Carla L. Smith, Vendor Services Executive Director. Ms. Smith can be reached at (678) 676-0120 or by email to [solicitationquestions@dekabschoolsga.org](mailto:solicitationquestions@dekabschoolsga.org).

**F. Prohibited Contact(s)**

Except with the consent of the bidder contact person, all bidders, including any persons affiliated with or in any way related to the bidder, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this ITB, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person.

Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

**Board Member Communication with Prospective Vendors**

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

**G. Virtual Session**

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave.

The virtual session will be held through Microsoft Teams on **Wednesday, February 21, 2024, at 12:00 PM EST.**

Those who would like to attend the virtual session, must register no later than **Tuesday, February 20, 2024, by 4:00 PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

Please enter "**Virtual Session – ITB 24-28 Fluid Milk**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Wednesday, February 21, 2024, by 10:00 AM EST.**  
(Attendance is not mandatory.)

**H. Mandatory Virtual Pre-Proposal Conference**

This solicitation does not require a mandatory virtual pre-proposal conference.

**I. Bid Submission Deadline**

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**All potential bidders must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.**

Proposals in response to this ITB must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, March 12, 2024.** Bids received after the stated deadline will not be considered.

**J. Virtual Public Acknowledgement**

The public acknowledgment will be held virtually through **Microsoft Teams on Tuesday, March 12, 2024, at 3:00PM EST.** Those who would like to attend the acknowledgement, please register no later than **Monday, March 11, 2024, by 4:00PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

Please enter "**Public Acknowledgement -ITB 24-28 Fluid Milk**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, March 12, 2024, by 11:00 AM EST.**

**K. Questions and Answers**

It is intended that this **ITB** be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **February 23, 2024, 12:00 Noon**.

Questions received after the deadline will not be considered. All questions received by **Noon, February 23, 2024**, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Friday, March 01, 2024, 4:30 PM.**

Responses to questions will not be posted on official DCSD holidays.

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

## PART II

# GENERAL REQUIREMENTS

### **A. Bidder Performance**

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

DCSD will look to the bidder and his/her identified personnel to coordinate and deliver the services described in this Invitation to Bid. The services shall not be delegated to sub-bidders or assigned to any third party.

### **B. Bidder Internal Coordination**

DCSD will look to the bidder as having “one corporate face” and will expect the bidder to coordinate, bid and deliver those products and services best able to meet the identified needs of DCSD without DCSD’s involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary bidder will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

### **C. News Release**

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

### **D. Non-Discrimination**

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

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

### **E. Drug-Free Workplace**

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

### **F. Smoke-Free Workplace**

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

### **G. Costs Incurred**

DCSD is not liable for any costs incurred by an bidder in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the bidder in preparing and/or submitting a response to this ITB and interviewing with DCSD (if requested) shall be the sole responsibility of the bidder and shall not be reimbursed by DCSD.

There is no guarantee of any bidder receiving an award as a result of submitting a response to this ITB.

## H. **Rebates And Special Promotions**

The successful vendors(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to DCSD. It shall be the responsibility of the vendor to notify DCSD of such rebates and/or special promotions during the contract period. The vendor(s) shall offer special promotions provided that the new price charged is for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

## I. **Insurance**

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

**Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".**

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this **ITB** will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this **ITB**) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

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

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

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

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

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

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

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this **ITB**) for losses arising out of this agreement.

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

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

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

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

- (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.
- (iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this **ITB**) for losses arising out of this agreement.
- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
- (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this **ITB**).

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

#### **J. Indemnification**

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this **ITB**), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

**K. *Illegal Immigration Reform and Enforcement Act of***

***Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".***

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

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

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

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

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

\_\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

**L. *Price Provisions***

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful bidder will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about July 2024. The initial contract duration shall be through June 30, 2025.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful bidder's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. Only one (1) price change will be allowed during any 12-month period and shall be effective **at the renewal/extension anniversary**, commencing with **July 1, 2025** (the extension/renewal date) on any individual product or service included in this bid.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the bidder. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the bidder to deliver equipment or perform services in the time specified or in the manner required.

**M. Permits and Applicable Laws**

By submitting a bid, bidder acknowledges its acceptance of the ITB specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted bid.

If a bidder takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the bidder's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the ITB.

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

**N. Infringement**

Bidder shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this ITB or services performed upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

**O. Ownership Rights**

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by bidders to this ITB.

**P. Non-Collusion**

**Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"**

Bidders shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this ITB. Further, bidders guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

**Q. Conflict of Interest**

**Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the **DCSD Vendor Services- Procurement Department** which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this ITB is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

**R. Financial Stability**

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Bidders shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022.
2. Indicate here if your company is publicly traded or not publicly traded:  
My company is publicly traded. \_\_\_\_\_/  
My company is not publicly traded. \_\_\_\_\_/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

**S. No Obligation/No Order(s) Guaranteed/Cost to Bid**

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

**T. Confidentiality and Non-Disclosure**

Information made available to bidders by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

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

**U. Business License**

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

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

**V. Protest Process**

This section describes the mandatory administrative procedure whereby Bidders submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
  - a) appropriate identification of the solicitation;
  - b) a statement of reasons for the protest;
  - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of Protest.** At a minimum, the written protest must include the following:
  - a) the name and address of the protestor;
  - b) appropriate identification of the solicitation;
  - c) a statement of reasons for the protest;
  - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

**DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Bidder.**
4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Bidder, and is received by the Vendor Services. The protest may be sent by any of the following means:

**MAIL: Attention: Carla Smith, Executive Director**  
 DeKalb County School District  
 Vendor Services  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, Georgia 30083

**Email: [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)**

**The Bidder must observe the following deadlines when filing a protest:**

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

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

**5. Stay of procurement during protest review.**

When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the **Vendor Services Department** makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

**6. Protest Resolution.**

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

**7. Costs**

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

## PART III

# SCOPE OF WORK

### ***A. Purpose/Project Overview***

DCSD is seeking catalog discounts from qualified bidders with professional qualifications, technical competence and specialized experience **to provide Fluid Milk at DCSD facilities**, in accordance with the scope of work of this ITB. Our goal is to provide efficient service and quality performance while reducing costs.

Awarded bidder shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this ITB. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the process whereby bids are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

### ***B. Project Scope of Work***

Each Contractor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, steel deck dollies, stand mule carts, hydraulic jacks, fork lifts, handling equipment, roll off containers, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment tools, materials or supplies, incidentals, gratuities, and all things and services necessary to provide DCSD Fluid Milk. All costs associated with meeting the requirements of this ITB shall be the sole responsibility of the Contractor. The Contractor(s) will provide an individual who will manage all communications, scheduling, and coordination. The coordinator will review the existing District location to evaluate the scope of the move.

This is an Invitation to Bid for specified for Fluid Milk.

# DEFINITIONS, SCOPE OF SERVICES, SPECIFICATIONS, STANDARD TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS

## FLUID MILK

### 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 to 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 (DeKalb County School District)

**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.

# Scope of Services

## 1. QUALITY OF PRODUCT

All fluid milk products must be produced in compliance with the conditions, regulations and requirements of Georgia Department of Education.

Nutritional Analysis for each product must be included with bid submission. Substitution of items bid shall be unacceptable. Bidders shall provide product specifications, on a separate sheet, for items listed on BID FORM.

No bid shall be considered without the required product specifications.

## 2. FOOD SAFETY CONTAINER REQUIREMENTS

Fluid milk for DCSD should be packaged in one-half (1/2) pint gable-type containers of paper treated with bacterial control and protection of contents. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination. Carton or containers must be dated.

All products should be delivered on clean, reusable plastic cases and steam cleaned regularly to remove any traces of spoiled milk or other debris which might collect bacteria. Cardboard crates are unacceptable.

## 3. HACCP REQUIREMENTS

All vendors must provide the Executive Director of School Nutrition, with a letter stating that all vendor and supplier facilities follow the Hazard Analysis Critical Control Point (HACCP) program. Bidders must meet all federal, state and local health codes including HACCP guidelines. Proof of HACCP Compliance must be submitted with bid package.

## 4. TEMPERATURE

At the time the fluid milk are delivered to the DeKalb County Schools, all fluid milk shall have a temperature of **not more** than forty (40) degrees Fahrenheit and **not less** than thirty-five (35) degrees Fahrenheit. Award vendor delivery personnel are responsible for documenting time of delivery, product temperature and internal truck temperature for after-hours deliveries.

## 5. EXPIRATION DATES

All products must have at least a 10 (ten) day shelf life from the time of delivery to the schools.

## 6. HANDLING OF UNUSED FLUID MILK

Milk left over from the previous day's delivery is to be rotated in a manner to ensure that the unused milk will be used first or replaced. Unsatisfactory milk (off flavor, damaged containers, etc.) will be replaced with fresh milk, each day, at no cost to the DCSD. Rotation or replacement will be at the direction of the cafeteria manager or by the School Nutrition Department. Unused dairy products remaining in the schools over an extended closed period of time (scheduled holidays, inclement weather closings, and end of regular school year) shall be replaced or picked up and proper credit issued.

## 7. QUANTITIES

The annual usage quantities listed on this bid represents the estimated and not the actual amount which may be required during the contract period for the 2024-2025 school year.

Specific quantities cannot be determined. The fact that specific quantities cannot be determined will not forfeit the DCSD of its right to order from the successful bidder all milk which in the judgment of the Executive Director of School Nutrition, may be needed for the contact period, and shall not in any case relieve the successful bidder of his obligation to fill all orders for milk which may be required during the contract period.

Estimated quantities which are not ordered prior to expiration or termination of the contract shall stand automatically cancelled.

The successful bidder must provide DCSD with annual usages at the end of each contract period.

**8. ORDERS**

The individual cafeteria manager shall provide a written order daily for next day delivery, based on individual needs on a two-part order form provided by the successful bidder.

**9. DELIVERY**

Daily delivery to approximately 123 DCSD locations is expected from the successful bidder, Monday through Friday, prior to 8:00 am in accordance with the cafeteria requirements. School names and addresses will be provided to the successful bidder. Delivery schedules shall be submitted to and approved by Executive Director for School Nutrition. Schedules shall remain constant and be arranged with the School Nutrition cafeteria manager to prevent delay in breakfast and lunch schedules. DCSD reserves the right to add or delete delivery locations as needed with the opening or closing of DCSD facilities. The following are DCSD significant dates and school closings for the 2024-2025 school year, in addition, reference our website for DCSD’s calendar via <https://www.dekalbschoolsga.org/> :

First Day of School
Labor Day
Fall Break
Columbus/Indigenous Day
Thanksgiving Holiday
Winter Holiday
Dr. Martin Luther King, Jr. Day
President’s Day
Spring Break
Last Day of School

Delivery personnel will be furnished the necessary keys to access the cafeteria areas for all schools. Delivery personnel shall keep outside doors locked while performing work after the official closing hour of the school building and shall secure all milk coolers and access doors upon completion of the work. The successful bidder shall be liable for damage due to negligence or theft on the part of delivery personnel. If keys are lost or broken, the successful bidder shall be charged for replacement of the lock and two (2) keys. The successful bidder shall be responsible for any theft, vandalism, or damages which occur as a result of lost keys or doors left unlocked. Representative (s) of the successful bidder will receive instructions regarding access codes and keys to schools. The keys must be returned to DCSD Nutrition Department at the end of the contract period. Keys must be returned in the same condition as received. Charges to replace keys and/or locks due to missing or damaged keys will be deducted from final payment.

The milk cartons and/or any other dairy products delivered to the cafeteria shall be placed by the bidder, in the refrigerators, and /or milk coolers using first in first out method or as designated by the School Nutrition cafeteria manager.

Failure to deliver milk in time for serving on any given day will result in the successful bidder paying the reimbursement rate for all meals served without milk.

## 10. HONESTY BOND

The successful bidder will be required to furnish an honesty bond in the amount of \$10,000 for each of its delivery personnel. Bond certificates shall be provided to Director of School Nutrition, immediately upon bid award. **See Attachment D- Key Drop Delivery**

## 11. EMPLOYEE IDENTIFICATION REQUIREMENTS

Awarded offeror shall provide each employee with identification with both the name of the awarded offeror and the employee's name. This identification must be visibly worn on the outer garment of the employee at all times when on DCSD premises.

Awarded offeror's employees shall pass a background check. Awarded offeror is responsible for costs related to employee background checks.

## 12. METHOD OF AWARD

The award shall be made to the responsive and responsible Bidder whose total bid price is the lowest in price and meets the scope of services, specifications and special terms and conditions of the bid.

## 13. TRANSITION PLAN Transition on Commencement of Contract

The awarded vendor shall assume full services in accordance with the award of the bid. The awarded vendor shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

### Transition and Continuity of Service upon Expiration of Contract

- Continuity of services is necessary to DCSD. The awarded vendor agrees to this philosophy and upon expiration of contract, agrees to:
  - Exercise best efforts and cooperation for an orderly and efficient transition to another vendor for providing fluid milk to DCSD.
  - Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing vendor shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency. All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract.
  - Vendor shall include in their response any DCSD or any subsequent contractor requirements, if vendor is awarded this contract and does not retain this contract upon its expiration.

## 14. INSPECTION

The DCSD reserves the right to have a representative inspect the successful bidder's establishment at any time before the award is made and during the contract period.

## 15. DEFAULT

If at any time the vendor makes a shipment that is not in accordance with the terms, conditions, and specifications set forth by the DCSD and/or without the consent of DCSD: such delivery will constitute grounds for the cancellation of the contract and/or removal of this vendor from the DCSD mailing list for a period of not less than one (1) year. If the reimbursement is lost due to failure to meet the terms of this contract, DCSD will require the successful bidder to pay a dollar amount equal to the cost of the milk, the reimbursement and any fines.

**16. BID FORM**

Bidders must complete the BID FORM.

**17. BILLING**

At the time of delivery to the schools, two (2) copies of the vendor's invoice shall be left with the cafeteria manager. The invoice number must be a number that does not exceed six (6) digits. Invoices must show a CODE NUMBER for each item. This code number must be no more than a four-digit number. Billing must correspond with the code number assigned. Invoices must be imprinted with ITEM DESCRIPTION, ITEM CODE NUMBER, and UNITS SOLD. The copies of the invoices left with the cafeteria manager cannot be changed. In the event of errors, a credit or debit (as the case may be) shall be issued in duplicate to the cafeteria manager.

**18. MONTHLY STATEMENTS**

Monthly statements showing invoice numbers and amounts shall be submitted for each school to the School Nutrition Department, 1780 Montreal Road, Tucker, GA 30084.

Payment will be made by the DeKalb County Board of Education within thirty (30) days of invoice date and approval to pay received from the School Nutrition Department except when the district is closed for holidays.

**19. SUBMIT A SAMPLE COPY OF YOUR INVOICE TO YOUR BID.**

## Specifications

All dairy products furnished and delivered to the DCSD must be produced in compliance with conditions, regulations, and requirements of Georgia Department of Education. Nutritional Analysis for each product must be included with the bid submission.

All products must have at least 10-day shelf life from the time of delivery to the schools.

**All Low-Fat Milk** furnished and delivered to the DCSD shall meet the following requirements:

1. Grade "A"
2. Pasteurized and homogenized
3. 1% butterfat
4. Not less than 8.25% milk solids
5. Vitamin A and vitamin D enriched

**All Flavored and Unflavored Fat Free Milk** furnished and delivered to the DCSD shall meet the following requirements:

1. Grade "A"
2. Pasteurized
3. 0.5% butterfat or less
4. Not less than 8.25% milk solids
5. Vitamin A and Vitamin D enriched
6. Flavored with chocolate or cocoa, vanilla, strawberry
7. Containing no artificial sweeteners
8. Unflavored

**Lactose Free, Fat-Free Unflavored Milk** furnished and delivered to the DCSD shall meet the following requirements:

1. Grade "A"
2. Pasteurized
3. 0.5% butterfat or less
4. Not less than 8.25% milk solids
5. Vitamin A and Vitamin D enriched
6. Containing no artificial sweeteners

## Standard Terms and Conditions

*This contract between the DeKalb County School District 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, subawards, 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 B – Debarment and Suspension Certification**

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))

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act: 7 CFR 210.21(d)) 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 the 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. The term 'domestic commodity or product' means:
  - (i) An agricultural commodity that is produced in the United States; and
  - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. 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 10 days 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 DeKalb County School District determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the DeKalb County School District's sole discretion and shall be conclusive. Further, the DeKalb County School District 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 DeKalb County School District 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 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 DeKalb County School District 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;
- (iii) 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 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 SFA or the State to liability, as determined in the SFA's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the SFA, the state, or a third party.

**(b) Notice of Default.** If there is a default event caused by the Vendor; the SFA shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the 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 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 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 SFA up to and including date of termination.

**(e) Termination Due to Change in Law.** The 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 SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or
- (ii) The 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 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 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 SFA under the Contract in the event of termination. The 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 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 there from, and any other matters the SFA may require;
- (ii) Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the Vendor;
- (iii) Comply with the 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 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 SFA any payments made by the 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 DeKalb County School District Board of Education 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 purchases, sealed bids, proposals, or noncompetitive procurement (2 CFR 200.321). Positive efforts include:

- i. Placing qualified small and minority businesses, women's business enterprises and labor surplus firms on solicitation lists;
- ii. Assuring that small and minority businesses, women's business enterprises and labor surplus firms are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus firms;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus firms;
- v. 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

- vi. 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. 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 DeKalb County School District 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 SFA 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.

## X. 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 J- Non-Collusion Statement**

## XI. 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 DeKalb County School District 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; and
- 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 DeKalb County School District School Nutrition Department 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 DeKalb County School District School Nutrition Department will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

## **XII. 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.

## **XIII. 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.

## **XIV. VELOCITY REPORT (where applicable)**

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

## **XV. 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 I - Immigration and Security Form***

## 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.

### **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.

#### **IV. METHOD OF PAYMENT and PRICING INFORMATION**

- a) Prices: All prices offered shall be firm against any increase for 12 consecutive months 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. (See examples below:

- 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,
- And/or other valid third party.)

Request for price increases and/or decreases must be submitted to the DeKalb County School District at the time of each annual renewal. The aforementioned third-party publication/documentation must accompany requested price increases. The Dekalb 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 10% per 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.

b) The successful Bidder warrants that the bid price(s), terms, and conditions stated in the 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 contract period and 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:

DeKalb County School District School Nutrition Department

## V. 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 School Nutrition Services Executive Director will request the termination of contract for cause to the Vendor Services Director.

## VI. EVALUATION FACTORS

- 1) 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.

- 2) 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.

### **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.

### **VII. 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 the Invitation for Bid Timeline. 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, within the last 3 years, 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.

## VIII. 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.

## IX. 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.

**X. 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.

**XI. 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.

**XII. 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 the Invitation for Bid Timeline.
- b) The Vendor must comply with the time of performance.

**XIII. 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.

**XIV. 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:
- 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 Dekalb County School District 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 Dekalb County School District 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.

**XV. 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 L- Bid Exception Form**

**VI. 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.

**VIII. 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.

**VIII. 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.

**IX. 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.

**XX. 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.

**XXI. 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:**

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

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

**XXII. 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.

- XXIII. DAVIS BACON ACT** (for construction contracts in excess of \$2,000) [Appendix II to 2 CFR 200(d)] 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. If applicable only.

- XXIV. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**  
[Appendix II to 2 CFR 200(f) (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.

- XXV. PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.323) (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.

***C. References Upload this document under the Response Attachment tab via IonWave titled "References".***

Bidder must provide the names and contact phone numbers of at least three **(3)** current clients, preferably clients comparable to DCSD, for whom the bidder is providing or has provided comparable services. Bidder's Reference Form, **References will be contacted.**

***D. Brochures, Catalogs, Manuals, Websites, Literature***

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

**E. REQUIRED CONTENT / DOCUMENT CHECKLIST**

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**IMPORTANT NOTICE:** Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Bidders are required to upload one (1) pdf. copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx> of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock. Bidders must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All ITB submissions must include the following items and attachments.

The Invitation to Bid document, ITB 24-28 Fluid Milk (MUST BE the first document in the submission); this document is located at <https://dekalbschoolsga.ionwave.net/Login.aspx>

### Table of Contents for your submission

- Audited Company Financial Statements/Company Annual Reports for 2021 and 2022 (**Upload Required**)
- Business License (**Upload Required**)
- Certificate of Insurance (**Upload Required**)
- Attachment A – Lobbying Form & Disclosure (**Upload Required**)
- Attachment B – Suspension and Debarment Certification (**Upload Required**)
- Attachment C- Bid Form (**Upload Required**)
- Attachment D- Key Drop Deliveries (**Upload Required**)
- Attachment E – Critical Paragraphs (**Upload Required**)
- Attachment F– Bidder’s Client Reference Form (**Upload Required**)
- Attachment G – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment H- Conflict of Interest (**Upload Required**)
- Attachment I – Immigration & Security Certification (**Upload Required**)
- Attachment J- Non-Collusion (**Upload Required**)
- Attachment K- Civil Rights Statement and Assurance (**Upload Required**)
- Attachment L- Bid Exception Form (**Upload Required**)
- Attachment M – Signature Page (**Upload Required**)
- Brochures, manuals, websites, literature, and/or other marketing media
- Addenda – Each individual Addendum must be printed, signed, and uploaded (if applicable).

**ATTACHMENT A**

**ITB 24-28 Fluid Milk**

**LOBBYING FORM & DISCLOSURE**

**Disclosure of Lobbying Activities**

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

<p><b>1. Type of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a) Contract</li> <li>b) Grant</li> <li>c) cooperative agreement</li> <li>d) loan</li> <li>e) loan guarantee</li> <li>f) loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a) bid/offer/application</li> <li>b) initial award</li> <li>c) post-award</li> </ul> <p><b>3. Report Type:</b></p> <ul style="list-style-type: none"> <li>a) initial filing</li> <li>b) material change</li> </ul> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  ____ Prime      ____ Sub awardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Sub awardee,</b>                  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>11. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>
<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only</b></p>	<p>Authorized for Local Reproduction                  Standard Form – LLL (Rev. 7-97)</p>

### 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 1<sup>st</sup> 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.

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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

## ATTACHMENT B

### ITB 24-28 Fluid Milk

AD-1047



OMB No. 0505-0027  
Expiration Date: 09/30/2025

### 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

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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, audiotape, 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](mailto: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.

**Attachment C – Bid Form  
ITB 24-28 Fluid Milk**

Item	Description	Unit of Measure	Annual Estimated Usage	Unit Price (Shall not exceed two decimal places)	Unit Price Extension (Shall not exceed two decimal places)
1	Fortified, Low fat Milk 1%	½ pint	2,400,000	\$	\$
2	Fortified, Fat Free Unflavored	½ pint	4,000	\$	\$
3	Fortified, Fat Free <b>Chocolate</b> Flavored Milk	½ pint	5,000,000	\$	\$
4	Fortified, Fat Free <b>Vanilla</b> Flavored Milk	½ pint	900,000	\$	\$
5	Fortified, Fat Free <b>Strawberry</b> Flavored Milk	½ pint	900,000	\$	\$
	<b>TOTAL FOR ½ PINTS MILK</b>			<b>TOTAL BID PRICE</b>	\$
	<b>Add alternate:</b>				
6	Lactose Free, Fat-Free Unflavored	½ pint	2,000	\$	\$

This form must be completed and returned with your bid.

- How long have you been in business? \_\_\_\_\_
- Give us background information on your company, including delivery and warehousing capabilities, as well as any financial ratings available.
- Have you done business with other school districts of a similar size and scope as DCSD? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name system and volume of business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Are the businesses listed in number 3 above also listed as a reference? If not, provide contact name, address, phone and fax number. You may attach a separate sheet if needed.

Company Name \_\_\_\_\_

Signature of Representative \_\_\_\_\_

Representative Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

# Attachment D

## ITB 24-28

### Fluid Milk

### Key Drop Deliveries

Georgia Department of Public Health (consisting of 2 pages)



## Key Drop Deliveries

The Health Authority may allow a food service establishment to receive deliveries after the business hours of the operation, if the criterion in Chapter 511-6-1-.04(3)(m) is followed.



For key drop deliveries, distributors are contracted by a food establishment and given a key to allow them access into the establishment outside of normal working hours. Distributors must deliver and place foods and other goods in refrigeration units, freezers, and dry storage areas for confirmation of receipt and inspection by employees immediately upon arrival to the food establishment. For example, time/temperature control for safety foods must be stored within refrigeration units and held at temperatures of 41°F or below. Likewise, if the food product is frozen, it must be placed into the freezer. For purposes of enforcing the Chapter, an entity performing delivery work under contract for the establishment shall be considered to be an employee of the establishment.

### Written Documentation

The food service establishment must maintain written documentation (contractual agreement) from the business entity providing key drop deliveries which certifies that the products delivered:



1. Will be under its control throughout the delivery process to the establishment,
2. Occur on certain days and delivery hours (day and time frame must be included such as Sunday and Thursday from 12pm to 4am);
3. Are checked to ensure that they are within the appropriate temperature ranges (i.e. 41 deg. F or below for TCS foods except for eggs, shellfish, and milk which can be received at 45 deg. F and frozen foods must be frozen) and at least two temperatures will be documented on a log (with product delivered and temperature) or invoice;
4. Will be received and inspected by employees upon arrival;
5. Will be stored in the appropriate temperature zone within the food service establishment (i.e. Walk-in cooler/freezer or dry storage). Written procedures must include how the delivery company's employees and food service's employees will monitor the TCS foods delivery temperatures, condition of food, and what corrective actions will be taken if they are found to be out of compliance with the current food service rules requirements. The food service establishment must document the delivery condition and temperature of the products upon receipt of delivery on a log. All written documents must be made available to the Health Authority upon request.

**NOTE:** Food products should not be punctured to verify product temperatures because this will potentially contaminate food and reduce the shelf life. In addition, food should be placed off the floor at least six inches within the establishment.

12/21/2015

**Agreement of After-Hours Delivery ('Key Drop') (SAMPLE AGREEMENT)**

This Agreement describes the procedures for Key Drop Deliveries that DCSD School Nutrition and distributor/company have mutually agreed to.

Distributor/company when delivering to DCSD School Nutrition, a School System in Georgia, during hours when School Nutrition personnel are not present and the Schools are closed, i.e. a Key Drop Delivery, agrees:

DCSD School Nutrition agrees, per Chapter 511-6-1-.03 that:

- 1) Person in Charge will a) ensure employees immediately assess delivered product upon entry to the kitchen, and b) monitor employees to ensure they visibly observe deliveries for protection from contamination, adulteration, temperatures, proper storage location, and honest presentation.
- 2) Credits for any unacceptable product must be called in to distributor/company for credit by no later than 10:00 am on day after delivery as specified in the contract between distributor/company and DCSD School Nutrition.
- 3) A record of the condition and temperature will be maintained on a log within the kitchen. These records will be made available for review by the local health department upon request and kept in the establishment for at least 6 months.

The parties understand that the use of Key Drop delivery is a privilege and a convenience to the parties and may be discontinued if non-compliance by either party is determined or if supporting documents are not maintained as outlined in #3 above. This Agreement will remain in effect until cancelled in writing by either party.

List days and times key drop deliveries are made:

Distributor/Company DCSD School Nutrition

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Notify the health authority of any changes made to this agreement or delivery times/dates.

## Attachment E

### ITB 24-28 Fluid Milk Critical Paragraphs

***Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."***

- 1) \_\_\_\_ This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.
- 2) \_\_\_\_ Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) \_\_\_\_ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.
- 4) \_\_\_\_ Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB, Part II, H.
- 5) \_\_\_\_ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) \_\_\_\_ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) \_\_\_\_ Offeror understands that this solicitation requires Board of Education Approval.

# Attachment F

## ITB 24-28 Fluid Milk

Attach and label "Offeror's Client References."

### OFFEROR'S CLIENT REFERENCES

*(Please copy this form and use one form per reference.)*

Attach and label "Offeror's Client References."

\_\_\_\_\_  
Company Name Providing Reference

\_\_\_\_\_  
Address                      City/State/Zip

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Telephone Number of Contact Person

\_\_\_\_\_  
Email Address of Contact Person

\_\_\_\_\_  
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.**

# Attachment G

## ITB 24-28 Fluid Milk

### Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

# Attachment H ITB 24-28 Fluid Milk

## Conflict of Interest

**Upload this documentation under the Response Attachment tab via IonWave titled “CONFLICT OF INTEREST”**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder’s company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

**Signature of Company Representative:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

# Attachment I

## ITB 24-28

### Fluid Milk

#### IMMIGRATION & SECURITY CERTIFICATION

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

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

(a) \_\_\_\_\_ **(Initial here)**: order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

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

or

- 3) I \_\_\_\_\_ **(Initial here)**: Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 4) \_\_\_\_\_ **(Initial here)** Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 5) \_\_\_\_\_ **(Initial here)** Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1- .01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.
  
- 6) \_\_\_\_\_ **(Initial here) Offeror** agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EEV/Basic Pilot Program  
User Identification Number

\_\_\_\_\_  
Date of Authorization

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Offeror E-Verify Affidavit**

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Project: Fluid Milk

Solicitation Number (if applicable): ITB 24-28

Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

**Fluid Milk**

Name of Project: \_\_\_\_\_

**ITB 24-28**

Solicitation Number (if applicable): \_\_\_\_\_

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

**Fluid Milk**

Solicitation Number (if applicable): \_\_\_\_\_

**ITB 24-28**

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEKALB COUNTY SCHOOL DISTRICT  
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ and \_\_\_\_\_ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Sub-subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
**Fluid Milk**

Solicitation Number (if applicable): \_\_\_\_\_  
**ITB 24-28**

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

# Attachment J

## ITB 24-28 Fluid Milk

### Non-Collusion

**Upload this documentation under the Response Attachment tab via IonWave titled “NON-COLLUSION”**

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

Bidder must sign below acknowledging the above statement.

**Signature of Company Representative:**

\_\_\_\_\_  
**Company Name/Certifying Official Signature**

**Date:** \_\_\_\_\_

# Attachment K

## ITB 24-28 Fluid Milk

### CIVIL RIGHTS STATEMENT AND ASSURANCE

The DeKalb County School District 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);
- vii. 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.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.
- x. 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 DeKalb County School District 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 DeKalb County School District, 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 DeKalb County School District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Attachment L

## ITB 24-28 Fluid Milk

### BID EXCEPTION FORM

<b>Vendor Name:</b>	<b>Invitation for Bid (IFB) for: School System: Type:</b>	<b>Date of Submittal:</b>
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:		
Vendor's Title:		

# Attachment M

## ITB 24-28 Fluid Milk SIGNATURE PAGE

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

\_\_\_\_\_  
Printed Name/Engaging Authorized  
Company Official

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Offeror's Company Name

\_\_\_\_\_  
Signature/Engaging Authorized  
Company Official

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**END**

**OF**

**SOLICITATION**