



Carrollton City Schools Board of Education
School Nutrition Program

Processing Procurement Contract
SY2026 Bid Renewal

PROCESSING BID RENEWAL
Renewal Issued on: March 27, 2025
Renewal Due Date: April 21, 2025 @ 4:00 p.m.

The SY2026 Processing Procurement Contract Renewal contained on the following pages will be implemented on July 1, 2025, from that date forward until June 30, 2026. All procurements must adhere to free and open competition.



Chairman, Board of Education

6-3-25

Date



Superintendent

6-3-25

Date

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DEFINITIONS

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

Bidder - A firm, individual, or corporation submitting a bid in response to the 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 the terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

BOE - Local Board of Education

Contract Documents - Consist of the agreement between the BOE/SNP 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.

EPA - Environmental Protection Agency

FNS - Food and Nutrition Services

F.O.B. - Freight on Board

HACCP - Hazard Analysis Critical Control Point

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 bid.

NSLP - National School Lunch Program

O.C.G.A - Official Code of Georgia Annotated

OMB - Office of Management and Budget

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 the 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

SNP - School Nutrition Program

Solicitation - A document used by the BOE/SNP 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.

USDA - United States Department of Agriculture

U.S.C. - United States Code

Vendor - The provider of the goods and/or services under the awarded contract.

SECTION 1

PURPOSE AND PROCEDURES

The Carrollton City Board of Education School Food Authority (BOE/SFA) is requesting renewal of bid contracts for SY2026 USDA Product Processing to be used in Carrollton City Schools cafeterias as well as by the districts listed in the Piggyback Clause. The requested renewal will be for July 1, 2025 - June 30, 2026.

Bid renewal information shall be mailed or delivered to the Carrollton City Schools Board of Education, School Nutrition Program, 106 Trojan Drive, Carrollton, GA 30117. A copy of the renewal information should also be emailed to Laura Malmquist, Director of School Nutrition at laura.malmquist@carrolltoncityschools.net.

Questions regarding this renewal shall be directed to Laura Malmquist, Director of School Nutrition at 770-832-9633 or by email at laura.malmquist@carrolltoncityschools.net.

Intent

It shall be the intent and purpose of this renewal to cover the terms and conditions under which a vendor shall be responsible to continue to supply and deliver products to the Carrollton City Board of Education, School Nutrition Program. Additionally, it shall be the intent that school districts piggybacking on this bid be allowed to utilize the same conditions and pricing herein.

SECTION 2

STANDARD TERMS AND CONDITIONS

The signed and dated contract between the Carrollton City SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

Lobbying Certificate (for bids over \$100,000)

A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. 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. Please see and complete Attachment C.

Debarment and Suspension Verification (for bids over \$25,000)

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 nonprocurement 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 the vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

By signing this agreement, the vendor is testifying that they are not debarred, suspended, or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. 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 government wide 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 contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See Attachment D.

Buy American Statement (Food Only) (7 CFR Part 210.21(d))

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

Buy American - 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 5 business days prior to 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.
 - (c) The product listed on the Federal Acquisitions Regulations Non Available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality within the U.S.

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.

As appropriate and to the extent consistent with law, the recipient and/or subrecipient 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 contracts and purchase orders for work or products under this award. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy American preferences set forth in 2 CFR part 184. 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.

Remedy for Non-Performance/Termination of Contract

a) Immediate Termination- This contract will terminate immediately and absolutely if the Carrollton City School Nutrition Program determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Carrollton City SFA cannot fulfill its obligations under the contract, which determination is at the sole discretion of Carrollton City SFA and shall be conclusive. Further, the Carrollton City SFA may terminate the contract for any one or more of the following reasons effective immediately without advanced 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 Carrollton City SFA determines that the actions, or failure to act, of the vendor, its agents, employees, or sub vendors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- (iii) The vendor fails to comply with the 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 recipient and/or subrecipient 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 Carrollton City SFA to declare the vendor in default of its obligation under the contract:

- (i) The vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the contract

or is in violation of a material provision of contract, including, but without limitation, the express warranties made;

(ii) The SFA determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;

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

(iv) The vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the vendor terminates or suspends its business; or the Carrollton City SFA reasonably believes that the vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal and 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 Carrollton City Schools SFA or the state to liability, as determined in the Carrollton City SFA's sole discretion; or

(vii) The vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Carrollton City SFA, the state, or a third party.

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

(e) Termination Due to Change in Law - The Carrollton City SFA shall have the right to terminate this contract without penalty by giving 30 days written notice to the vendor as a result of the following:

(i) The Carrollton City SFA's authorization to operate is withdrawn or there is a

material alteration in the programs administered by the Carrollton City SFA;
and/or;

(ii) The Carrollton City 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 Carrollton City 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 Carrollton City 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 Carrollton City SFA under the contract in the event of termination. The Carrollton City 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 Carrollton City 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 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 Carrollton City SFA may require;
- (ii) Immediately cease using and return to the Carrollton City SFA, any personal property or materials, whether tangible or intangible, provided by the Carrollton City SFA to the vendor;
- (iii) Comply with the Carrollton City 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 Carrollton City 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 Carrollton City SFA any payments made by the Carrollton City SFA for goods and services that were not delivered or rendered by the vendor.

HUB (Historically Underutilized Business) Statement

It is the intent of the Carrollton City Schools Board of Education/SFA to provide maximum practical opportunities in its solicitations to minority firms, women's business enterprises, labor surplus area firms, and veteran owned businesses. Small businesses, women and minority - owned business sources, labor surplus area firms and veteran owned businesses will not be given unfair advantage when evaluating competitive purchases (i.e. simplified acquisition purchase, sealed bids, proposals, or non competitive procurement (2 CFR 200.321).

When possible, the recipient or subrecipient should ensure that small businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. Such consideration means:

- (i) These business types are included on solicitation lists;
- (ii) These business types are solicited whenever they are deemed eligible as potential sources;
- (iii) Dividing procurement transactions into separate procurement to permit maximum participation by these business types;
- (iv) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (v) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring a contractor under a federal award to apply this section to subcontracts.

Equal Employment Opportunity Compliance Statement (for bids over \$10,000)

In accordance with Federal Law and the U.S. Department of Agriculture policy, the Carrollton City School System 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. 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.")

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).

Clean Air/Clean Water Statement (for bids over \$150,000)

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. The 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 the 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).

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 Carrollton City Schools 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 contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The vendor shall not impose a charge for audit or examination of the contractor's books and records. If an audit discloses incorrect billing or improprieties, the State and/or the Carrollton City Schools 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.

Bid Protest Procedures

Any protest shall be in writing and shall be delivered to the SFA designated protest official (Mr. Craig George, 106 Trojan Drive, Carrollton, GA 30117). A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

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

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above. The SFA will in all instances disclose information regarding protests to the state agency.

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 respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder per O.C.G.A. 50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq have not and will not be violated in any respect." See Attachment I

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 Carrollton City Schools Nutrition program shall participate in the selection or in the award or administration of a contract supported by SFA funds if a 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, officer, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above;

Further, the Carrollton City Schools Nutrition 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 Carrollton City Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee, officer, or agent to abide by the above stated code could result in a fine, suspension, or both, and dismissal. Interpretation of the code will be given at any time by contacting the Carrollton City Schools Nutrition Program.

The Carrollton City Board of Education SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

Duty to Examine

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

Exceptions to Terms and Conditions

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

Velocity Report (where applicable)

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

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

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

Internal Controls 2 CFR 200.303

Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the federal agency or pass through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, and local, and tribal laws regarding privacy and responsibility over confidentiality.

Section 3

Special Terms and Conditions

HACCP (Hazard Analysis Critical Control Point) Requirements (N/A to Equipment)

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

The successful bidder(s) must have a 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(s) to delivery of processed items to designated delivery site(s).
- Provision of 24/7 accessibility to successful bidder(s) staff in the event of food/USDA Hold/Recall
- Public notification capability on the website to provide updates on food/USDA Hold and Recall data for customers.

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

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

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.

Trade Name, Labels, and Other Requests (where applicable)

- (i) All items shall be properly labeled. No private labels will be accepted on commercial products.
- (ii) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive 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.
- (iii) In the event of loss of state or federal funds due to bidders' failure to meet CN Label/Product Analysis requirements, the bidder shall reimburse losses to Carrollton City Schools SFA.

Equivalent/Alternate Products

Equivalent/alternate products must be bid on or utilized on items where brand name 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 products shall be provided upon request as indicated below.

- 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.
- Manufacturer's product literature/specifications, including but not limited to product description, ingredients, nutritional analysis, packaging wrap and/or product label.
- Product has been personally investigated and determined that it is equal or superior in all respects to that specified.
- Vendor will provide the same guarantee for the equivalent/alternate item as they would for the specified product indicated in the bid documents.

Substitution Clause

Shipment of items with brand name or specifications other than those listed on the bid shall be rejected to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. Substitutions may only be made with prior approval of the School Nutrition Director. 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 unless the vendor is able to offer a price lower than the bid price.

Method of Payment and Pricing Information

- (i) Prices - All prices offered shall be firm against increase for at least 6 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.

- Examples:
 - USDA Agricultural Marketing Service (AMS) Report,
 - Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor,

Bureau of Labor Statistics

- Class I raw milk prices based on monthly USDA federal milk order announcements for the applicable geographical zone
- Vendors may propose an alternate market research source. The school district will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

Requests for price increases and/or decreases must be submitted to the SFA 15 days prior to taking effect. The aforementioned third party publication/documentation must accompany the requested price increase. The SFA reserves the right to accept or reject the request for a price increase and will maintain documentation of approval or denial. If price increases escalate above 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.

(ii) The successful bidder warrants that the bid price(s), terms, and conditions stated in the bid or renewal shall be firm for the entire contract period.

(iii) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses listed in the contract. Separate fuel charges will not be added to invoices.

(iv) Prices will not include Federal Excise tax or State Sales tax.

(v) Carrollton City BOE/SFA 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 billing is not allowed. When partial delivery is made, invoice for such part shall be made upon delivery, and payment will be made within thirty (30) days under conditions noted above.

(vi) Invoices, at a minimum, shall consist of the following information:

- Delivery location and date of delivery
- Item description and cost
- Extended cost for total quantity delivered
- Total cost of all products delivered
- Signature of acceptance

(vii) Monthly statements will be broken down by school invoice and the invoice should be mailed to:

Carrollton City Schools Nutrition Program

Laura Malmquist, Director

106 Trojan Drive

Carrollton, GA 30117

Method of Shipment/Delivery

- Orders and Deliveries - Orders and deliveries shall be supplied by the vendor as

- requested and specified except during an emergency and on school holidays.
- Upon delivery of product(s), the item(s) will be inspected by the SFA and if found to be defective, out of date, within two weeks of expiration date, or failing 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 and the SFA will not be charged for the product(s).
 - 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 and date.
 - All deliveries are to be made to Carrollton Elementary School, Carrollton Upper Elementary School, Carrollton Middle School, and Carrollton High School. See Attachment B for delivery addresses.
 - In an emergency situation in which the SFA requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.
 - The SFA may have an occasional opportunity to purchase a limited amount of local, fresh produce or other products and reserves the right to do so for special occasions (such as Farm to School, Harvest of the Month, and other applicable School Nutrition educational opportunities.)
 - Delivery schedules that fall on a school holiday will be made the following school day unless other arrangements have been made and agreed upon by both parties.
 - Delivery of refrigerated/frozen products must be made in a well maintained refrigerated/freezer truck. All deliveries shall be placed in the designated area as specified by the manager or designee.
 - Under no circumstances may a delivery be left outside of the building. Deliveries must be received as specified by a designee of the nutrition department.
 - 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 initiated and dated by the driver and school nutrition employee receiving the order.

Ordering Information

- **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 no later than the next delivery date.
- **Inspection** - Upon delivery of product(s), the item(s) will be inspected by the school/SNP, 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 products must be picked up no later than the next delivery date.
- **Emergency Orders** - In an emergency situation in which the BOE/SNP requires delivery in less than two days and the contractor can not provide the supplies within two days, the BOE/SNP has the option to purchase those supplies from another source with no penalty to either party.
- **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the BOE/SNP

be responsible for ordering/paying for the resulting difference.

Amendments and Modifications of Contract

The contract between the BOE/SNP 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.

Assignment

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreement with the SFA, 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 SFA.

Independent Vendor and Indemnity

The vendor shall act as an independent vendor and not as an employee of the SFA. Vendor agrees to indemnify and hold harmless the SFA, 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 the 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.

Time of Performance

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the vendor shall be prepared, upon written notice of the bid award, to commence delivery of goods pursuant to the award on the "Start Date" shown in the contract.

The vendor must comply with the time of performance.

Force Majeure

If the SFA, in its reasonable discretion, determines that the Force Majeure Event is likely to delay the vendor's performance for more than thirty days, the SFA 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.

Evidence of Insurance

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

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

- Prior to commencement of performance of this agreement, the vendor shall furnish to the BOE/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Carrollton City Schools 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 canceled without ten days advance written notice to the School Nutrition Program. Such certificate shall be issued to: Carrollton City Schools Board of Education, Nutrition Department, 106 Trojan Drive, Carrollton, Georgia 30117.
- 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.

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:

- The number and title of each section of this IFB that the bidder takes exception to;
- The specified sentence within such section that the bidder takes exception to; and
- Any alternate provision proposed by the bidder.

Warranty

The 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, the successful bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the SFA's operations.

Gifts and Gratuities

Acceptance of gifts from vendors and the offering of gifts by vendors is 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 gifts or gratuities.

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 business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples.

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.

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

Release from Contract

In the event the market for a product covered by this request escalates to a point that the vendor is delivering a 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.

Piggyback Clause

The vendor agrees to allow the SFA and the districts listed on Attachment G to have the same terms, cost, and conditions as this bid, during the time that this bid is in effect. SFAs may order items in quantities of one or more. Any liability created by purchase orders issued against this agreement shall be the sole responsibility of the SFA placing the order. Prices and terms shall remain firm and in effect from the award or renewal of this bid, unless otherwise specified.

Food Recalls and Biosecurity (Processing bids)

The 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. The vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the Nutrition Director and Designee and assurance that unsafe products are identified and removed from the SFA sites in an expedient, effective, and efficient manner. The vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

The 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 in Attachment E. Food recall procedures can be found in 7 CFR 250.

The 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 the Inspection Service. The

vendor will define their biosecurity policy and procedures on a separate document to be submitted along with the bid.

Recall Contact Information for Carrollton City Schools

Director's Name: Laura Malmquist	Backup Contact Name: Jill Horsley
Director's Email Address: laura.malmquist@carrolltoncityschools.net	Backup Contact Email Address: jill.horsley@carrolltoncityschools.net
Director's Phone Number: 770-832-9633 ext 3003	Backup Contact Phone Number: 770-832-9633 ext 3023

ATTACHMENT A
Contract Signature Page
VENDOR CONTRACT AGREEMENT

We have carefully examined, fully understand, and agree to abide by the general terms and conditions in furnishing food and/or supplies to Carrollton City Schools.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices quoted and shall be binding for the period stipulated. Termination of this contract will be immediate if the vendor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreements of both parties.

It is understood that all prices quoted include any and all delivery charges to the designated schools.

Vendor

Vendor's Full Legal Name	
Authorized Signature	
Printed Name and Title of Person Signing	
Date	
Company Address	
Email Address of Contact Person	

Carrollton City Schools Nutrition

Authorized Signature	
Printed Name and Title of Person Signing	Laura Malmquist, Director of Nutrition
Date	3/27/2025
Address	106 Trojan Drive Carrollton, Georgia 30117

ATTACHMENT B

Delivery Sites for Carrollton City Schools Nutrition Program

All items will be delivered to the following schools/locations:

<i>School Name</i>	<i>Address</i>	<i>Manager</i>
Carrollton High School	201 Trojan Drive, Carrollton, GA	Carole Thrower 770-834-7726
Carrollton Middle School	151 Tom Reeve Dr., Carrollton, GA	Tonya McCubbin 770-832-6535
Carrollton Upper Elementary School	510 Ben Scott Blvd., Carrollton, GA	Geraldina Herrera 770-830-0997
Carrollton Elementary School	401 Ben Scott Blvd, Carrollton, GA	Keila Carter 770-832-2120

Additional Contact - In the event that there is a problem with delivery or additional information is needed to make a delivery, please contact Jill Horsley, Carrollton City BOE at 770-832-9633 ext 3023.

Attachment C
Lobbying Certification Disclosure

Certification Regarding Lobbying - Contracts, Grants, Loans, and Cooperative Agreements

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

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to REport Lobbying," in accordance with its instructions;
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Name and Title of Authorized Representative

Authorized Signature

Date

ATTACHMENT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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: complaint.intake@usda.gov.

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

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. 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.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E
Food Recall Notification

Vendor:	
Food Recall Contact Name:	Backup Contact Name:
Food Recall Contact Email Address:	Backup Contact Email Address:
Food Recall Contact Phone Number:	Backup Contact Phone Number:

Recall Contact Information for Carrollton City Schools

Director's Name: Laura Malmquist	Backup Contact Name: Jill Horsley
Director's Email Address: laura.malmquist@carrolltoncityschools.net	Backup Contact Email Address: jill.horsley@carrolltoncityschools.net
Director's Phone Number: 770-832-9633 ext 3003	Backup Contact Phone Number: 770-832-9633 ext 3023

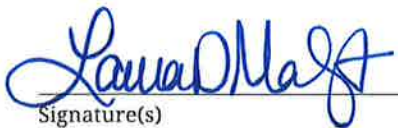
Attachment F Civil Rights Assurance

Carrollton City Schools hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- 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, Carrollton City Schools 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 Carrollton City Schools 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 Carrollton City Schools.


Signature(s)

3-27-25
Date

Printed Name: Laura Malmquist

Title: School Nutrition Director

Attachment G
List of SFAs Desiring to Piggyback

District	Director	Email
Appling County	Ellen McDaniel	ellen.mcdaniel@appling.k12.ga.us
Atkinson County	Tracy Mizell	tracymizell@atkinson.k12.ga.us
Atlanta Public Schools	Eric Bankhead	eric.bankhead@atlanta.k12.ga.us
Atlanta Public Schools	Susan Stone	susan.stone@atlanta.k12.ga.us
Bacon County	Robert Aspinwall	robert.aspinwall@bcraiders.com
Barrow County	Nicole Trunk	nicole.trunk@barrow.k12.ga.us
Bibb County	Conduš Shuman	condus.shuman@bcsdk12.net
Brooks County	Chynna Silvernale	chynna.silvernale@brooks.k12.ga.us
Buford City Schools	Megan Gower	megan.gower@bufordcityschools.org
Camden County	Katrina Flannery	kflannery@camden.k12.ga.us
Carroll County	Bridgett Cross	bridgett.cross@carrollcountyschools.com
Chattahoochee County	Echo Kronberg	ekronberg@chattco.org
Clarke County	Hillary Savage	savageh@clarke.k12.ga.us
Coffee County	Dawn Lewis	dawn.lewis@coffee.k12.ga.us
Cook County	Libby Peters	libbypeters@cook.k12.ga.us
Crisp County	Lynn Stripling	lstripling@crispschools.org
Dalton Public Schools	Wimberly Meszaros	wimberly.mesaros@dalton.k12.ga.us
Decatur County	Nita Floyd	nfloyd@dcboe.com
Dougherty County	Shantal Strozier	shantal.strozier@docoschools.org
Douglas County	Denise Harding	denise.harding@dcssga.org
Douglas County	Danielle Freeman	danielle.freeman@dcssga.org
Effingham County	Jessica O'Leary	joleary@effingham.k12.ga.us
Elbert County	Bridgette Matthews	bridgette.matthews@elbert.k12.ga.us
Emanuel County	Chandra Hooks	cchooks@emanuel.k12.ga.us
Glynn County	Shelley Daniel	shelley.daniel@glynn.k12.ga.us
Grady County	Mallory Barrett	m.barrett@grady.k12.ga.us
Griffin Spalding County	Robert Wheeler	robert.wheeler@gscs.org
Habersham County	Andrea Thomas	athomas@habershamschools.com
Harris County	Brad Johnson	johnson-brad@harris.k12.ga.us
Hart County	Courtney Hart	chart@hart.k12.ga.us
Hart County	Trae Jones	trae.jones@hart.k12.ga.us

Heard County	Randal Dodson	randal.dodson@heard.k12.ga.us
Henry County	Kantrell Brown	kbrown@henry.k12.ga.us
Irwin County	Lisa Pettis	lpettis@irwin.k12.ga.us
Jeff Davis County	Alisa Jones	alisa.jones@jeff-davis.k12.ga.us
Lamar County	Dawn St. Michel	dawn.stmichel@lamar.k12.ga.us
Laurens County	Donna Sapp	donnasapp@lcboe.net
Lee County	Regina Dunn	dunnre@lee.k12.ga.us
Liberty County	Stephanie Fox	sfox@liberty.k12.ga.us
Lincoln County	Latoya Singleton	lsingleton@lcboe.us
McDuffie County	Cecil Strong	strongc@mcduffie.k12.ga.us
Meriwether County	Sandra Hudson	Sandra.hudson@mcssga.org
Monroe County	Danny L. Durham Jr.	danny.durham@mcschools.org
Montgomery County	Kristen Garland	kgarland@montgomery.k12.ga.us
Muscogee County	Kelli McKenzie	mckenzie.kelli.m@muscogee.k12.g us
Peach County	Phoebe Layson	phoebe.layson@peachschools.org
Pierce County	Becky Swain	beckyswain@pierce.k12.ga.us
Polk County	Sheila Jennings	sheila.jennings@polk.k12.ga.us
Richmond County	Cathy Johnson	johnsca@boe.richmond.k12.ga.us
Sumter County	Margaret Goodin	mgoodin@sumterschools.org
Tattnall County	Robin Waters	robinwaters@tattnall.k12.ga.us
Taylor County	Rodney Wainwright	wainwright.rodney@taylorboe.org
Terrell County	Ashley Preston	apreston@terrell.k12.ga.us
Thomas County	Jeana Smith	jeana.smith@tcjackets.net
Thomaston-Upson County	Cristina Cunningham	ccunningham@upson.k12.ga.us
Thomasville City Schools	Talzonda Randall	randallt@tcitys.org
Tift County	Lorenzo Simmons	lorenzo.simmons@tiftschools.com
Toombs County	Courtney Gay	courtney.gay@toombs.k12.ga.us
Troup County	Diane Pain	paindm@troup.org
Valdosta City	Vanessa Hayes	vanessa.hayes@gocats.org
Vidalia City	Denise Parson	dparson@vidalia-city.k12.ga.us
Ware County	Laura Deen	ldeen@ware.k12.ga.us
Wayne County	Rindy Trapnell	rtrapnell@wayne.k12.ga.us
Wayne County	Samantha Thornton	sthornton2@wayne.k12.ga.us
Worth County	Cynthia Thomas	cthomas@worthschools.net

Attachment H
SCHOOL DISTRICT PIGGYBACKING PARTICIPATION AGREEMENT

SCHOOL YEAR: 2025-2026

The _____ School Food Authority agrees to this piggybacking provision to enter into a contract with _____ for the purchase of the items described herein in this bid renewal document based on the same terms, conditions, prices and products offered by the successful vendor to Carrollton City Schools.

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

NAME OF SCHOOL DISTRICT: _____

ADDRESS: _____

SCHOOL NUTRITION DIRECTOR: _____

PHONE: _____ E-MAIL: _____

NUMBER OF SCHOOLS: _____

DELIVERY FREQUENCY: _____

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

School District Authority Signature:

Name: (printed)

Awarded Vendor Signature:

Name of Company: (printed)

Attachment I
Anti-Collusion Affidavit

State of Georgia

School Food Authority: Carrollton City Schools (and piggyback districts)

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

Signature

Print Name

Date

Subscribed and sworn before me this _____ day of _____, 2025

Notary Public

Attachment J
Vendor Affidavit

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Carrollton City Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91.

Furthermore, the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required O.C.G.A. 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Number (4 to 6 digit number) _____

Date of Authorization _____

Name of Vendor _____

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

Authorized Signature

Date

LOWNDES COUNTY SCHOOLS

Home of the Vikings

1592 Norman Drive • Valdosta, Georgia 31601 • 229 245-2250 • FAX 229 245-2255

SUPERINTENDENT

Sandra Wilcher

Assistant Superintendent

Katie Chappuis

Assistant Superintendent

LeAnne McCall

Assistant Superintendent

Ken Overman

BOARD MEMBERS

Chris Buescher

Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

Fred Wetherington

Jason Wisenbaker

January 24, 2025

Brookwood Farms, Inc.

Attn: Athena Tillman

1015 Alston Bridge Road

Siler City, N.C. 27344-0277

Dear Ms: Tillman:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

Please submit adjustments to the **Commodity pork** bid for July 1, 2025 through June 30, 2026, by April 30, 2025.

If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached **Standard Agreement Conditions** along with this signature page as well as the **Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion** form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 2nd renewal for the 3rd year.

Sincerely,

Donna Hendley, Director of School Nutrition

Attention Lowndes County School Nutrition Program:

I agree for Brookwood Farms to renew our current bid for Commodity pork with the attached price adjustments for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Athena Tillman 3/28/25

Signature of Vendor/ Date Signed

Donna Hendley 2/13/25

Signature of SNP Director/ Date Signed

I regret that Brookwood Farms is unable to renew our current bid for Commodity pork for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

This institution is an equal opportunity provider.



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 <i>Brookwood Farms, Inc</i>	PR/AWARD NUMBER OR PROJECT NAME <i>Commodity Peak</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Athena Tillman K12 Regional Sales</i>	
SIGNATURE <i>Athena Tillman</i>	DATE <i>3/28/25</i>

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

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

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

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

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
- B. **Lobbying Certificate:** Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document if applicable.
- C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- D. **Remedy for Non-Performance/Termination of Agreement:**
 - 1. The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
 - 2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- E. **HUB Statement:** It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- F. **Civil Rights:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotope, American Sign Language), should contact the responsible state of local agency that administers the program or USDA's

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <http://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866)632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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:**
(833) 256-1665 or (202) 690-7442; or
- (3) **email:**
program.intake@usda.gov.

This institution is an equal opportunity provider.

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

H. Equal Employment Opportunity: Bidder shall comply with Equal Employment Opportunity. 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.

The vendor will comply with Equal Employment Opportunity 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".

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
- J. **Record Retention and Access:** The bidder shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Lowndes Board of Education, School Nutrition program throughout the term of the bid 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.
- K. **Audits:** The Bidder 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- L. **Energy Efficiency and Conservation:** Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- M. **Clean Air and Water:** Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Lowndes School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- N. **No Collusion or Fraud:** By signing this document, the Bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Bidder certifies that collusive bidding is a violation of Federal Law and can result in fines, prison sentences and civil damage awards.
- O. **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks:** Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of BID, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person,

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

P. Bid Protest Procedures:

1. Any protests arising from this solicitation and awards shall be made in writing and shall be delivered to the **Superintendent Sandra Wilcher** as the acting protest official of the **Lowndes Board of Education**, School Nutrition Program at 1592 Norman Drive, Valdosta, GA 31601. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or an authorized representative of the protester;
 - c. Identification of the purchasing agency and the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
2. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Vendor's Agreement and Signature:

I certify by my signature below I have the authority to obligate the company to perform under the conditions outlined in Standard Agreement Conditions set forth on the pages above.

I also certify by my signature below that neither I nor the principals of my company are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Alvin Tillman
Printed Name

B-12 Regional Sales
Title

atillman@brookwoodfarmms.com
E-mail Address

Alvin Tillman
Signature

919-663-3612
Telephone Number

3/28/25
Date Signed

This institution is an equal opportunity provider.



Pricing for School Commodity Program 2025-2026



Zone 1		GA						
Item Number	Description	cases size lbs.	Servings / cs.	Processing Fee Cost / cs.	Cost Fee	DF Value / cs.	Total cs. Cost	Cost / 2 oz
					Only 2 oz. MMA			MMA With DF Value
12300	Brookwood Pork BBQ - Carolina Vinegar Sauce	20	94	\$ 33.00	\$ 0.351	\$ 36.72	\$ 69.72	\$ 0.742
12302	Brookwood Pork BBQ - Semi Dry	40	256	\$ 78.40	\$ 0.306	\$ 90.39	\$ 168.79	\$ 0.659
12303	Brookwood Pork Carnita	20	128	\$ 39.20	\$ 0.306	\$ 45.19	\$ 84.39	\$ 0.659
12307	Brookwood Pork BBQ - Lower Sodium BBQ Sauce	20	80	\$ 33.00	\$ 0.413	\$ 32.20	\$ 65.20	\$ 0.815
16300	Brookwood Turkey BBQ - Lower Sodium BBQ Sauce	20	84	\$ 33.00	\$ 0.393	\$ 45.12	\$ 78.12	\$ 0.930
16303	Brookwood Turkey BBQ- Semi Dry, Citrus Marinate	20	128	\$ 40.20	\$ 0.314	\$ 68.04	\$ 108.24	\$ 0.846

11/15/2024

AF

11-19-2024



BROOKWOOD FARMS, INC.

Ph: 919-663-3612

1015 Alston Bridge Road
P.O. Box 277
Siler City, N.C. 27344-0277

To: K-12 Customers

Subject: Brookwood Farms Inc – K-12 Updated Commodity Pricing SY 25-26

Brookwood Farms K-12 Commodity Processed items will have a rate increase effective July 1, 2025. This price increase covers overall inflation in the current market as well as a sauce reformulation that removed all allergens from our items.

Please let us know if you have any questions or need additional information.

Thank you,

Ashley W. Foy

Ashely W. Foy

Brookwood Farms: K-12 Commodity Director

ashleywood@brookwoodfarms.com

919-548-0212

ATTACHMENT F
POTENTIAL PIGGYBACK SYSTEMS

#	Last Name	First Name	Sytem	Position	E-mail	Phone	FAX#	Mailing Address
1	Carter	Ellen	Appling Co	Director	ellen.carter@appling.k12.ga.us	8600	912-632-2454	102 West 4th Street Alma, GA 31510
2	Aspinwal	Robert	Bacon	Director	robert.aspinwall@bcraiders.com	912-632-7363	912-632-2454	102 West 4th Street Alma, GA 31510
3	Tripp	Anna	Berrien	Director	anna.tripp@berrien.k12.ga.us	6246	229-686-9002	P.O. Box 625, Nashville, GA 31639
4	Hathaway	Reba	Brantley	Director	reba.hathaway@brantley.k12.ga.us	912-462-6109	912-462-7250	272 School Circle, Nahunta GA 31553
5	Wilson	Chynna	Brooks	Director	cwilson@brooks.k12.ga.us	229-263-7531	229-263-6644	1081 Barwick Road, Quitman, GA 31643
6	Lewis	Dawn	Coffee	Director	dawn.lewis@coffee.k12.ga.us	912-389-6516	912-383-5333	P.O. Box 1290, Douglas GA 31534
7	Kinsey	Amanda	Colquitt	Director	amanda.kinsey@colquitt.k12.ga.us	229-890-6228	229-873-3317	P.O. Box 2708, Moultrie GA 31776
8	Peters	Libby	Cook	Director	libbypeters@cook.k12.ga.us	229-896-1891	229-896-1861	105 East Mitchell St, Adel, GA 31620
9	Shinall	Tina	Decatur	Director	tshinall@dcboe.com	229-243-5321	229-243-5325	Education Annex 1304 E Evans St, Bainbridge GA 39819
10	Jones	Alisa	Jeff Davis	Mgr Sup	alisa.jones@jeff-davis.k12.ga.us	912-375-6700	912-375-6703	P.O. Box 1780, Hazlehurst, GA 31539
11	Dunn	Regina	Lee	Director	dunnre@lee.k12.ga.us	229-903-2125	229-903-2135	P.O. Box 399, Leesburg, GA 31763
12	Hendley	Donna	Lowndes	Director	donnahendley@lowndes.k12.ga.us	229-245-	229-245-2469	1592 Norman Dr., Valdosta GA 31601
13	Emanuel	Kimberly	Mitchell	Mgr Sup	kimberly_emanuel@mitchell.k12.ga.us	229-321-7002	229-336-2149	108 S Harney St, Camilla GA 31730
14	Swain	Becky	Pierce	Director	rebeccaswain@pierce.k12.ga.us	912-449-2044	912-449-2046	P.O. Box 349, Blackshear GA 31516
15			Tift	Director		2400	229-386-1020	P.O. Box 389, Tifton, GA 31793
16	Hayes	Vanessa	Val City	Director	vanessa.hayes@gocats.org	229-671-6002	229-333-8578	1215 N Slater St, Valdosta GA 31601
17	Deen	Laura	Ware	Director	lddeen@ware.k12.ga.us	2304	912-287-2310	1301 Bailey St, Waycross GA 31501
18	Mizell	Tracey	Atkinson	Director	tracymizell@atkinson.k12.ga.us	912-422-7373	912-422-6744	98 East Roberts Avenue, Pearson, GA 31642
19	Leggett	Lisa	Crisp	Director	llegget@crispschools.org	229-276-3400	229-276-3406	UPS-201 South 7th St., P.O. Box 729, Cordele, GA 31015
20	Pettis	Lisa	Irwin	Mgr Sup	lpettis@irwin.k12.ga.us	229-468-9510	229-468-7016	UPS-210 N. Apple St., P.O. Box 225, Ocilla, GA 317794
21	Daniel	Shelley	Glynn	Director	shelley.daniel@glynn.k12.ga.us	912-267-4100	912-261-4438	2900 Albany St., Rm. 405 Brunswick, GA 31520
22	Cross	Bridgett	Carroll	Director	bridgett.cross@carrollcountyschools.com	770-832-3568	770-832-3550	164 Independence Dr., Carrollton, GA 30116
23	Budd	Lisa	Monroe	Director	lisa.budd@mcschools.org	478-992-5609	478-994-3364	UPS-25 Brooklyn Ave., Forsyth, GA 31029
24	Randall	Talzonda	Thomasville City	Director	randallt@tcitys.org	229-225-2600	229-226-2649	404 N. Broad St., FL-3, Thomasville, GA 31792
25	Kronberg	Echo	Chattahoochee	Manager	ekronberg@hattco.org	706-989-3678	706-989-0649	360 Hwy. 26, Cusseta, GA 31805
26	Thornton	Samantha	Wayne	Coordinator	Sthornton@wayne.k12.ga.us	912-427-1000	912-427-1004	555 S. Sunset Blvd., Jesup, GA 31545
27	Duplantis	Lauren	Thomas	Director	lduplantis@tcjackets.net	229-225-4380	229-227-2411	200 N. Pinetree Blvd., Thomasville, GA 31792

ATTACHMENT F
POTENTIAL PIGGYBACK SYSTEMS

28	Nobles	Amanda	Long	Director	anobles@longcountyschools.org	912-545-7820	912-545-2380	468 S. McDonald St., P.O. Box 428, Ludowici, GA 31316
29	Sapp	Donna	Laurens	Director	donnasapp@lchoe.net	478-272-4767	478-609-0360	467 Firetower Rd., Dublin, GA 31021
30	Shuman	Concus	Bibb	Interim Director	Concus.Shuman@BCSDK12.NET	478-779-2595	478-779-2613	2011 Riverside Dr., Macon, GA 31204
31	Thomas	Cynthia	Worth	Director	cthomas@worthschools.net	229-776-8600	229-776-8603	103 Eldridge St., Sylvester, GA 31791
32	Brown	Judy	Wilkinson	Director	judy.brown@wilkinson.k12.ga.us	478-946-5521	478-946-5565	UPS-197 West Main St., Irwinton, GA 31042
33	Horne	Ginger	Wheeler	Director	ginger.horne@wheeler.k12.ga.us	912-568-7221	912-568-7737	18 McRae Street, Alamo, GA 30411
34	Marshall	Cindy	Telfair	Director	cmarshall@telfairschools.org	229-868-5661	229-868-5549	212 West Huckabee Street, McRae, GA 31055
35	Goodin	Mag	Sumter	Director	mgoodin@sumterschools.org	229-931-8546	229-931-8603	100 Learning Lane, Americus, GA 31719
36	Hamel	Janice	Scintilla Charter	Director	jhamel@scintilla charteracademy.com	229-333-0283		2171 E. Park Ave., Valdosta, GA 31601
37	O'Leary	Jessica	Effingham	Director	joleary@effingham.k12.ga.us	912-754-5633	912-330-4286	405 North Ash St., Springfield, GA 31329
38	Barrett	Mallory	Grady	Director	m.barrett@grady.k12.ga.us	229-377-2513	-	17 1st Ave. NE, Cairo, GA 39828
39	Fox	Stephanie	Liberty	Director	sfox@liberty.k12.ga.us	912-876-2162	912-876-6097	200 Bradwell Street, Hinesville, GA 31313
40	Martinez	Crystal	Echols	Mgr Sup	crystal.martinez@echols.k12.ga.us	229-559-5413	229-559-0423	229 Hwy 129 South, P.O. Box 40, Statesville, GA 31648
41	Stalvey	Tonya	Clinch	Mgr Sup	tstalvey@clinchcounty.com	912-487-5392	912-487-3484	575 Woodlake Drive, Homerville, GA 31634
42	St. Michel	Dawn	Lamar	Director	dawn.stmichel@lamar.k12.ga.us	770-358-5891	770-358-5858	100 Victory Lane, Barnesville, GA 30204
43	Waters	Robin	Tattnall	Director	RobinWaters@tattnall.k12.ga.us	912-557-4726	912-557-3036	146 W Brazell Street, Reidsville, GA 30453
44	Gay	Courtney	Toombs	Director	Courtney.Gay@toombs.k12.ga.us	912-526-3667	912-526-8179	117 E. Wesley Ave., Lyons, GA 30436
45	Henesey	Stephanie	DJJ	Director	stephanie.henesey@dj.state.ga.us	404-295-0532	N/A	3408 Covington Hwy, Decatur, GA 30032
46	Wheeler	Robert	Griffin-Spaldin	Director	robertwheeler@gscs.org	770-229-3710	706-229-3784	UPS-216 South Sixth Street, P.O. Drawer N, Griffin, GA 30224
47	Cunningham	Cristina	Thomaston-Up	Director	ccunningham@upson.k12.ga.us	706-647-2698	706-647-7154	205 Civic Center Dr., Thomaston, GA 30286
48	Flannery	Katrina	Camden Co.	Director	kflannery@camden.k12.ga.us	912-729-8340	N/A	311 Southeast Street, Kingsland, GA 31548
49	Wainwright	Rodney	Taylor Co.	Mgr/Sup	wainwright.rodney@taylorboe.org	478-721-1204	478-862-5818	UPS-23 Mulberry St. P.O. Box 1930, Butler, GA 31006
50	Mckenzie	Kelli	Muscogee	Director	Mckenzie.Kelli.M@muscogee.k12.ga.us	706-748-3218	N/A	2960 Macon Road, Columbus, GA 31906
51	Allen	Blaine	Rockdale	Director	ballen23@rockdale.k12.ga.us	770-860-4258	770-860-4266	UPS-954 N. Main St., Conyers, GA 30012
52	Burnett	Raschondriu	Warren	Director	rburnett@warren.k12.ga.us	706-465-3742	706-465-9141	P.O. Box 228, Warrenton, GA 30828
53	Johnson	Cathy	Richmond Co.	Director	JohnsCa@boe.richmond.k12.ga.us	706-826-1122	706-834-5797	854 Broad St., 2nd floor, Augusta, GA 30901
54	Goad	Robin	Coweta	Coordinator	robin.goad@cowetaschools.net	770-254-2808	770-304-5914	140 Werz Industrial Drive, Newnan, GA 30263
55	Pain	Diane	Troup	Director	paindm@troup.org	706-883-1588	706-242-4907	100 N. Davis Rd., Bldg A, LaGrange, GA 30241
56	Dingee	Mark	Atlanta Public	Director	Mark.Dingee@atlanta.k12.ga.us	404-802-3748	404-802-1502	256 Clifton St. SE, Atlanta, GA 30317
57	Harrison	Rose	McIntosh Co.	Director	rharrison@mcintosh.k12.ga.us	912-437-8830	912-437-8916	200 Pine St., Darien, GA 31305
58	Layson	Phoebe	Peach Co.	Director	phoebe.layson@peachschools.org	478-825-5933	N/A	900 Campus Drive, Fort Valley, GA 31030

ATTACHMENT F
POTENTIAL PIGGYBACK SYSTEMS

59	Barrett	Alecia	Treulten Co.	Director	abarrett@treulten.k12.ga.us	912-529-7109	912-529-4226	7892 GA. Hwy 29 N., Soperton, GA 30457
60	Mclendon	Ivey	Seminole Co.	Mgr.Sp.	imclendon@seminole.k12.ga.us	229-524-2433		800 S. Woolfork Ave., Donalville, GA 39845
61	Jones	Cathy	Lanier Co.	Mgr.Sp.	cathy.jones@lanier.k12.ga.us	229-482-3966	229-482-3020	247 So. Hwy. 221, Lakeland, GA 31635
62	Preston	Ashley	Terrell Co.	Mgr.Sp.	apreston@terrell.k12.ga.us	229-575-6232	229-995-4632	P.O. Box 151, Dawson, GA 39842
63	Vallbracht	Alisa	Bryan Co.	Director	avallbracht@bryan.k12.ga.us	912-459-5214	912-678-4755	UPS-120 Constitution Way, Richmond Hill, GA 31324
64	Singleton	Latoya	Lincoln Co.	Director	lsingleton@lcboe.us	706-359-3121	706-359-7938	200 Charles Ward Elam Street P.O. Box 39, Lincolnton, GA 30817

LOWNDES COUNTY SCHOOLS

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SUPERINTENDENT

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Assistant Superintendent

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LeAnne McCall

Assistant Superintendent

Ken Overman

BOARD MEMBERS

Chris Buescher

Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

Fred Wetherington

Jason Wisenbaker

March 17, 2025

Gold Creek Foods

Attn: Jody Hardin

7070 Tree House Way

Flowery Branch, GA 30542

Dear Ms. Hardin:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

Please submit adjustments to the **Commodity chicken** bid for July 1, 2025 through June 30, 2026, by April 30, 2025. If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached **Standard Agreement Conditions** along with this signature page as well as the **Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion** form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 1st renewal for the 2nd year.

Sincerely,

Donna Hendley, Director of School Nutrition

I agree for Gold Creek Foods to renew our current bid for Commodity chicken with the attached price adjustments for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Jody Hardin

5/27/2025

Signature of Vendor/ Date Signed

Donna Hendley 5/27/25

Signature of SNP Director/ Date Signed

I regret that Gold Creek Foods is unable to renew our current bid for Commodity chicken for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

This institution is an equal opportunity provider.

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
- B. **Lobbying Certificate:** Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document if applicable.
- C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- D. **Remedy for Non-Performance/Termination of Agreement:**
1. The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
 2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- E. **HUB Statement:** It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- F. **Civil Rights:**
- In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <http://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866)632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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:**
(833) 256-1665 or (202) 690-7442; or
- (3) **email:**
program.intake@usda.gov.

This institution is an equal opportunity provider.

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

H. Equal Employment Opportunity: Bidder shall comply with Equal Employment Opportunity. 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.

The vendor will comply with Equal Employment Opportunity 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".

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
- J. **Record Retention and Access:** The bidder shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Lowndes Board of Education, School Nutrition program throughout the term of the bid 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.
- K. **Audits:** The Bidder 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- L. **Energy Efficiency and Conservation:** Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- M. **Clean Air and Water:** Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Lowndes School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- N. **No Collusion or Fraud:** By signing this document, the Bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Bidder certifies that collusive bidding is a violation of Federal Law and can result in fines, prison sentences and civil damage awards.
- O. **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks:** Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of BID, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person,

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

P. Bid Protest Procedures:

1. Any protests arising from this solicitation and awards shall be made in writing and shall be delivered to the **Superintendent Sandra Wilcher** as the acting protest official of the **Lowndes Board of Education**, School Nutrition Program at 1592 Norman Drive, Valdosta, GA 31601. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or an authorized representative of the protester;
 - c. Identification of the purchasing agency and the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
2. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Vendor's Agreement and Signature:

I certify by my signature below I have the authority to obligate the company to perform under the conditions outlined in Standard Agreement Conditions set forth on the pages above.

I also certify by my signature below that neither I nor the principals of my company are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Jody Hardin

Printed Name



Signature

Commodity Manager

Title

770-354-9186

Telephone Number

jody.hardin@goldcreekfoods.com

E-mail Address

5/27/2025

Date Signed

This institution is an equal opportunity provider.



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 Gold Creek Foods	PR/AWARD NUMBER OR PROJECT NAME SY25/26 Commodity Processing
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Jody Hardin - Commodity manager	
SIGNATURE Jody Hardin-Gold Creek Foods	DATE 5/27/2025
Digitally signed by Jody Hardin-Gold Creek Foods Date: 2025.05.27 11:04:19 -04'00'	

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.

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

LOWNDES COUNTY SCHOOLS

Home of the Vikings

1592 Norman Drive • Valdosta, Georgia 31601 • 229 245-2250 • FAX 229 245-2255

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Sandra Wilcher

Assistant Superintendent

Katie Chappuis

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LeAnne McCall

Assistant Superintendent

Terry Berry

BOARD MEMBERS

Chris Buescher

Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

Fred Wetherington

Jason Wisenbaker

June 10, 2025

JTM Provisions Co., Inc.

Attn: Brain Hofmeier

200 Sales Drive

Harrison, OH 45030

Dear Mr. Hofmeier:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

Please submit adjustments to the **Commodity Processing RFP 2025-01** for July 1, 2025 through June 30, 2026, by April 30, 2025. If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached **Standard Agreement Conditions** along with this signature page as well as the **Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion** form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 1st renewal for the 2nd year.

Sincerely,

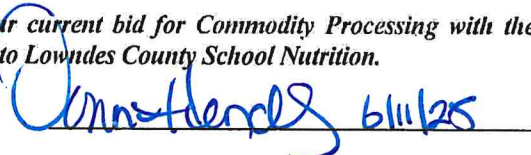
Donna Hendley, Director of School Nutrition

Attention Lowndes County School Nutrition Program:

I agree for JTM Provisions Co., Inc. to renew our current bid for Commodity Processing with the attached price adjustments for July 1, 2025 through June 30, 2026 to Lowndes County School Nutrition.

 6/11/25

Signature of Vendor/ Date Signed

 6/11/25

Signature of SNP Director/ Date Signed

I regret that JTM Provisions Co., Inc. is unable to renew our current bid for Commodity Processing for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

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Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

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Jason Wisenbaker

January 30, 2025

JTM Provisions Co., Inc.

Attn: Brain Hofmeier

200 Sales Drive

Harrison, OH 45030

Dear Mr. Hofmeier:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

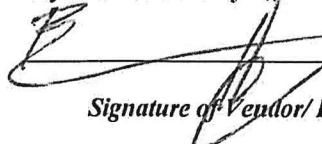
Please submit adjustments to the Commodity Processing RFP 2024-01 for July 1, 2025 through June 30, 2026, by April 30, 2025. If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached Standard Agreement Conditions along with this signature page as well as the Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 2nd renewal for the 3rd year.

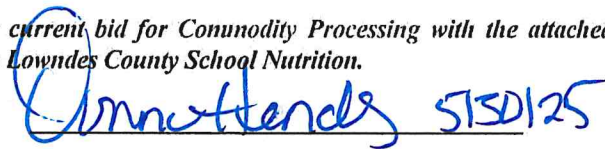
Sincerely,

Donna Hendley, Director of School Nutrition

Attention Lowndes County School Nutrition Program:

I agree for JTM Provisions Co., Inc. to renew our current bid for Commodity Processing with the attached price adjustments for July 1, 2025 through June 30, 2026 to Lowndes County School Nutrition.

 5/27/25
Signature of Vendor/ Date Signed

 5/30/25
Signature of SNP Director/ Date Signed

I regret that JTM Provisions Co., Inc. is unable to renew our current bid for Commodity Processing for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

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**SY25-26 Renewal Pricing for Lowndes County School
RFP 2025-1, Commodity Processing**

We are in receipt of Lowndes County Schools request to renew RFP 2025-01, Commodity Processing Bid for SY2025 - 2026. Please find the renewal pricing below for next school year.

Renewal Pricing July 1, 2025, through June 30, 2026

JTM Product Code	Description	USA Food Code	SY24-25 Commodity Pricing	SY25-26 Commodity Pricing
CP5891	Premium "Philly" Sliced Beef Steak	100154	\$96.53	\$96.53
CP5249	Premium Beef Taco filling	100154	\$47.34	\$47.34
CP5578	Premium Zesty Beef Spaghetti Sauce	100154	\$42.99	\$42.99
5164	Country Breakfast Scramble	110242	\$87.83	\$93.50
5773	Premium Three Cheese Cavatappi	110242	\$54.45	\$54.45

Sincerely,



Brian Hofmeier
Vice President Education Sales
Brianhofmeier@jtmfoodgroup.com
800-626-2308

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
- B. **Lobbying Certificate:** Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document if applicable.
- C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- D. **Remedy for Non-Performance/Termination of Agreement:**
 - 1. The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
 - 2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- E. **HUB Statement:** It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- F. **Civil Rights:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <http://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866)632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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:**
(833) 256-1665 or (202) 690-7442; or
- (3) **email:**
program.intake@usda.gov.

This institution is an equal opportunity provider.

- G. Wage & Hours:** Bidder shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with Bidder's performance of work under this BID, Bidder agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- H. Equal Employment Opportunity:** Bidder shall comply with Equal Employment Opportunity. 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.
- The vendor will comply with Equal Employment Opportunity 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".

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
- J. **Record Retention and Access:** The bidder shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Lowndes Board of Education, School Nutrition program throughout the term of the bid 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.
- K. **Audits:** The Bidder 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- L. **Energy Efficiency and Conservation:** Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- M. **Clean Air and Water:** Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Lowndes School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- N. **No Collusion or Fraud:** By signing this document, the Bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Bidder certifies that collusive bidding is a violation of Federal Law and can result in fines, prison sentences and civil damage awards.
- O. **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks:** Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of BID, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person,

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

P. Bid Protest Procedures:

1. Any protests arising from this solicitation and awards shall be made in writing and shall be delivered to the **Superintendent Sandra Wilcher** as the acting protest official of the **Lowndes Board of Education**, School Nutrition Program at 1592 Norman Drive, Valdosta, GA 31601. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or an authorized representative of the protester;
 - c. Identification of the purchasing agency and the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
2. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Vendor's Agreement and Signature:

I certify by my signature below I have the authority to obligate the company to perform under the conditions outlined in Standard Agreement Conditions set forth on the pages above.

I also certify by my signature below that neither I nor the principals of my company are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Brian Hofmeier

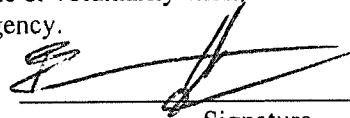
Printed Name

Vice President of Education Sales

Title

brianhofmeier@jtmfoodgroup.com

E-mail Address



Signature

800-626-2308

Telephone Number

6/11/25

Date Signed

This institution is an equal opportunity provider.



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 JTM Provisions Co., Inc.	PR/AWARD NUMBER OR PROJECT NAME 2025-01
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Brian Hofmeier, Vice President of Education Sales	
SIGNATURE 	DATE 6/11/25

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.

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

**SY24-25 Renewal Pricing for Lowndes County School
RFP 2024-1, Processing of USDA Food Items Cheese - 110242**

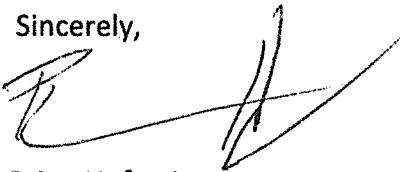
We are in receipt of Lowndes County Schools request to renew RFP 2024-1, Processing of USDA Food Items Cheese - 110242 Bid for SY2025 - 2026. Please note the commodity pricing remained the same for next school year.

Please find the renewal pricing below.

Renewal Pricing July 1, 2025, through June 30, 2026

JTM Product Code	Description	SY24-25 Commodity Pricing	SY25-26 Commodity Pricing
5738	PREMIUM Golden Hatch Queso Sauce	\$55.32	\$55.32
5734	PREMIUM Cheddar Cheese Sauce	\$47.81	\$47.81
5741	SIGNATURE Alfredo Sauce	\$55.60	\$55.60
5742	PREMIUM Queso Blanco Sauce	\$53.36	\$53.36
5776	PREMIUM (Elbow) Macaroni & Cheese	\$49.10	\$49.10

Sincerely,



Brian Hofmeier
Vice President Education Sales
Brianhofmeier@jtmfoodgroup.com
800-626-2308

Items approved to receive:

Manufacturer Code-5738, Golden Queso Sauce

Manufacturer Code- 5734, R/S Cheese Sauce

Manufacturer Code- 5741, R/S Alfredo Sauce

Manufacturer Code- 5742, R/S Queso Blanco Sauce

Manufacturer Code- 5776, R/S Mac and cheese

LOWNDES COUNTY SCHOOLS

Home of the Vikings

1592 Norman Drive • Valdosta, Georgia 31601 • 229 245-2250 • FAX 229 245-2255

SUPERINTENDENT

Sandra Wilcher

Assistant Superintendent

Katie Chappuis

Assistant Superintendent

LeAnne McCall

Assistant Superintendent

Ken Overman

BOARD MEMBERS

Chris Buescher

Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

Fred Wetherington

Jason Wisenbaker

March 17, 2025

McCain Foods USA, Inc.

Attn: Frank Pazos

1 Tower Lane 11th Floor

Oakbrook Terrace, IL 60181

Dear Mr. Pazos:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

Please submit adjustments to the **Commodity potatoes** bid for July 1, 2025 through June 30, 2026, by April 30, 2025. If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached **Standard Agreement Conditions** along with this signature page as well as the **Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion** form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 1st renewal for the 2nd year.

Sincerely,

Donna Hendley, Director of School Nutrition

I agree for McCain Foods USA, Inc. to renew our current bid for Commodity potatoes with the attached price adjustments for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

I regret that McCain Foods USA, Inc. is unable to renew our current bid for Commodity potatoes for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

This institution is an equal opportunity provider.

McCain approved food items:

- Product code 1000007470 Seasoned, coated, crinkle cut fries
- Product code MCF03762 3/8" straight cut potato fries
- Product code OIF03456 Smile shape potato patty



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

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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 McCain Foods	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Joe Kunde	
SIGNATURE [Signature]	DATE 4/25/25

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

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

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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.

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
- B. **Lobbying Certificate:** Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document if applicable.
- C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- D. **Remedy for Non-Performance/Termination of Agreement:**
1. The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
 2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- E. **HUB Statement:** It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- F. **Civil Rights:**
In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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Lowndes School Nutrition Program – Donna Hendley, Director

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Office of the Assistant Secretary for Civil Rights
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Washington, D.C. 20250-9410;
- (2) fax:
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- (3) email:
program.intake@usda.gov.

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- G. **Wage & Hours:** Bidder shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with Bidder's performance of work under this BID, Bidder agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- H. **Equal Employment Opportunity:** Bidder shall comply with Equal Employment Opportunity. 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.
The vendor will comply with Equal Employment Opportunity 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".

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
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- K. **Audits:** The Bidder 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
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- M. **Clean Air and Water:** Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Lowndes School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- N. **No Collusion or Fraud:** By signing this document, the Bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Bidder certifies that collusive bidding is a violation of Federal Law and can result in fines, prison sentences and civil damage awards.
- O. **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks:** Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of BID, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person,

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

P. Bid Protest Procedures:

1. Any protests arising from this solicitation and awards shall be made in writing and shall be delivered to the **Superintendent Sandra Wilcher** as the acting protest official of the **Lowndes Board of Education**, School Nutrition Program at 1592 Norman Drive, Valdosta, GA 31601. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or an authorized representative of the protester;
 - c. Identification of the purchasing agency and the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
2. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Vendor's Agreement and Signature:

I certify by my signature below I have the authority to obligate the company to perform under the conditions outlined in Standard Agreement Conditions set forth on the pages above.

I also certify by my signature below that neither I nor the principals of my company are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Joe Kunde
Printed Name

VP US Foodservice
Title

Frank.Pazos@Mcain.com
E-mail Address

[Signature]
Signature

561-246-9694
Telephone Number

4/25/25
Date Signed

This institution is an equal opportunity provider.



McCain Foods USA

&

LOWNDES COUNTY SCHOOLS K-12

Food Service Contract

Start Contract Date : 07/01/2025

End Contract Date : 06/30/2026

Distributor Bill Backs

By fulfilling an Operator Order, Distributor shall be deemed to agree to the following: Distributor bill backs for deviation allowances on purchases made directly from McCain shall only be calculated on the Distributor FOB Contract Prices set out below. Bill backs made via deduction must be made within 90 days after contract expiration date. Any unapproved or incorrect deductions shall be repaid to McCain and are subject to the lessor of 18% interest or the maximum interest allowable by the laws of Illinois. If Distributor purchases Product from another Distributor, Distributor must contact McCain for a written pre-approval of its maximum reimbursable bill back allowance. Bill backs must be submitted to McCain's Broker and accompanied by supporting proof of Product sales to Operator.

If an operator has a direct contract with McCain, the operator may not also be represented by a GPO (Group Purchasing Organization). The terms and conditions of any McCain operator agreement are null and void should McCain Foods, USA receive claims for the operator from any GPO organization.

For efficient processing, claims for reimbursement should reference the Manufacturer's Agreement Number.

Reimbursement is on full cases only. Partial cases are not allowed.

We reserve the right to audit all customer promotional claims for valid performance. In the event that an adjustment is required, we will notify your designated contact of the adjustment amount and reasons for the adjustment(s) via email. Distributor is expected to make all necessary changes in their system within 5 business days of notification.

Proof of Delivery Performance must meet the following criteria:

Computer printouts that lists the Manufacturer's product number(s), Operator name, cases claimed, date delivered to operator, and the amount deviated/rate per case.

Operator proprietary label products are invoiced to the distributor at the contract price (net price). There are no bill backs on proprietary label items.

Authorized Distributors

The following distribution centers are authorized by "Customer" to receive pricing information on the following product(s), and to place purchase orders for the product(s) on behalf of the "Customer."

Distributor Customer #	Distributor Name	City	State	Zip
1000081517	WILLIAMS INSTITUTIONAL FOODS INC	DOUGLAS	Georgia	31533

PRODUCT SUMMARY					CONTRACT DELIVERED PRICE		CONTRACT FOB PRICE		MABB
SKU	SKU Description	Net Weight Lbs Per Case	McCain Source Point	Estimated Annual LBS	Price/LB	Price/CS	Price/LB	Price/CS	Per / CS
POTATO ITEMS									
00007470	MCC CRB CC BAT 1/2 FRIES 6X5LB	30.00	AMERICOLD ATLANTA SOUTHGATE	500	\$ 1.711	\$ 51.32	\$ 1.685	\$ 50.54	
0F03762	FS MC OVATION 3/8SC 6X5 LB	30.00	AMERICOLD ATLANTA SOUTHGATE	500	\$ 1.510	\$ 45.31	\$ 1.484	\$ 44.53	
F03456	FS MCCAIN SMILES 6X4 LB	24.00	AMERICOLD ATLANTA SOUTHGATE	500	\$ 2.054	\$ 49.30	\$ 2.028	\$ 48.67	

LOWNDES COUNTY SCHOOLS

Home of the Vikings

1592 Norman Drive • Valdosta, Georgia 31601 • 229 245-2250 • FAX 229 245-2255

SUPERINTENDENT

Sandra Wilcher

Assistant Superintendent

Katie Chappuis

Assistant Superintendent

LeAnne McCall

Assistant Superintendent

Ken Overman

BOARD MEMBERS

Chris Buescher

Mike Davis

Melanie Hasty

Robert McGeehan

Erin Price

Fred Wetherington

Jason Wisenbaker

January 30, 2025

Nardone Bros. Baking Co., Inc.

Attention: Vincent Nardone

420 New Commerce Blvd.

Hanover Township, PA 18706

Dear Mr: Nardone:

Our bid contract allows renewal of the bid as stated in the original bid package, restated below:

"This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form".

Please submit adjustments to the **Commodity cheese** bid for July 1, 2025 through June 30, 2026, by April 30, 2025.

If you request price adjustment, you must send a listing of items with current year price and adjusted price to accompany the letter with appropriate signatures below. Both vendor and school system parties should sign below indicating agreement to adjustments. Please also sign and return the attached **Standard Agreement Conditions** along with this signature page as well as the **Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion** form. School nutrition programs included in the original bid under the South Georgia Food Co-Op are also included in this bid renewal. List of systems are included. This agreement will constitute the 2nd renewal for the 3rd year.

Sincerely,

Donna Hendley, Director of School Nutrition

Attention Lowndes County School Nutrition Program:

I agree for Nardone Bros. Baking Co.. to renew our current bid for Commodity cheese with the attached price adjustments for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Vincent J Nardone 06/02/2025

Signature of Vendor/ Date Signed

Donna Hendley 6/2/25

Signature of SNP Director/ Date Signed

I regret that Nardone Bros. Baking Co.. is unable to renew our current bid for Commodity cheese for July 1, 2025 through June 30, 2026, to Lowndes County School Nutrition.

Signature of Vendor/ Date Signed

Signature of SNP Director/ Date Signed

This institution is an equal opportunity provider.



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

Nardone Bros. Baking Company, LLC

PR/AWARD NUMBER OR PROJECT NAME

Commodity Cheese

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

Vincent J. Nardone, President

SIGNATURE

Vincent J. Nardone

DATE

06/02/2025

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.

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

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
- B. **Lobbying Certificate:** Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document if applicable.
- C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- D. **Remedy for Non-Performance/Termination of Agreement:**
1. The Lowndes County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
 2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- E. **HUB Statement:** It is the intent of the Lowndes County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- F. **Civil Rights:**
- In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <http://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866)632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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:**
(833) 256-1665 or (202) 690-7442; or
- (3) **email:**
program.intake@usda.gov.

This institution is an equal opportunity provider.

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

H. Equal Employment Opportunity: Bidder shall comply with Equal Employment Opportunity. 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.

The vendor will comply with Equal Employment Opportunity 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".

Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
- J. **Record Retention and Access:** The bidder shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Lowndes Board of Education, School Nutrition program throughout the term of the bid 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.
- K. **Audits:** The Bidder 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Lowndes Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- L. **Energy Efficiency and Conservation:** Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- M. **Clean Air and Water:** Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Lowndes School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
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Standard Agreement Conditions

Lowndes School Nutrition Program – Donna Hendley, Director

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Vincent J. Nardone
Printed Name

Vincent J. Nardone
Signature

President
Title

570-823-0141
Telephone Number

Vincent.Nardone@MBCCompanies.com
E-mail Address

06/02/2025
Date Signed

This institution is an equal opportunity provider.