

Stewart County Board of Education

School Nutrition Program

P.O. Box 547
7168 Green Grove Road
Lumpkin, GA 31815
Phone 229-838-4329
Phone 229-838-4374
Fax 229-838-6984

INVITATION FOR BID FOR

ICE CREAM PRODUCTS

Issued on: May 3, 2019
Final Date for Written Questions: May 21, 2019
Bid Due Date: June 3, 2019

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

USDA is an equal opportunity provider.

**Mona Hubbard
Manager/Supervisor
Stewart County Schools**

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DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Consist of the Agreement between *Stewart County Board of Education, School Nutrition Program* and the Contractor, 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.
- f) **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.
- g) **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. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- h) **Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.
- i) **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.
- j) **Solicitation** - A document used by *Stewart County Board of Education, School Nutrition Program* to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the offers or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.
- k) **NSLP** - National School Lunch Program
- l) **SBP** - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

Stewart County Board of Education, School Nutrition Program is requesting sealed bids for Ice Cream Products, Bids will be opened **September 20, 2018 at 8:30** am at Stewart County Board of Education, 7168 Green Grove Road, Lumpkin, GA 31815.

Bids shall be mailed or delivered to the Stewart County Board of Education, School Nutrition Program; P.O. Box 547 Lumpkin, GA 31815. Bids must be enclosed in a sealed envelope and marked "IFB for Ice Cream Products."

Questions regarding this Invitation for Bid shall be directed to Mona Hubbard, (229) 321-9197.

Bidders may download solicitations by going to www.stewart.k12.ga.us

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Ice Cream Products to Stewart County Board of Education, School Nutrition Program, through sealed bids.
- b) Stewart County Board of Education, School Nutrition Program is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) Stewart County Board of Education, School Nutrition Program reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of Stewart County Board of Education, School Nutrition Program.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on **October 1, 2018** and terminate on **July 1, 2019**.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.
- c) **Renewal Option** - 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.

III. BID SUBMISSION PROCEDURES

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

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Ice Cream Products.”**
- b) Bids must be received by *Stewart County Board of Education, School Nutrition Program* no later than **September 20, 2018 at 8:30 am.**
- c) Late bids shall not be accepted. *Stewart County Board of Education, School Nutrition Program* shall not be responsible for late receipt of bids. Bids must be mailed or delivered to:

Stewart County Board of Education
 Stewart County Nutrition Program
 7168 Green Grove Road
 Lumpkin, GA 31815
 mhubbard@stewart.k12.ga.us

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, *Stewart County Board of Education, School Nutrition Program* sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to *Stewart County Board of Education, School Nutrition Program*.
- e) *Stewart County Board of Education, School Nutrition Program* has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue Date	August 15, 2018
Final Date for written questions	August 31, 2018
Deadline for submitting bids	September 20, 2018 @ 8:30

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of *Stewart County Board of Education, School Nutrition Program*.

c) *Stewart County Board of Education, School Nutrition Program* will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bids shall remain valid during this sixty-day period. *Stewart County Board of Education, School Nutrition Program* reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

d) An official letter of acceptance will be forwarded by *Stewart County Board of Education, School Nutrition Program* to the successful Bidder after bid selection and prior to contract award.

e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the *Stewart County Board of Education, School Nutrition Program* shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the *Stewart County School Nutrition Program* and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

a) This Invitation for Bid (IFB) is issued by Stewart County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Stewart County Board of Education
 School Nutrition Program
 Attention: Mona Hubbard
 Post Office 547
 Lumpkin, GA 31815

b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. *Stewart County Board of Education, School Nutrition Program* will accept only written inquiries regarding this IFB until **August 31, 2018** in order for a reply to reach all Bidders before the bid closes and give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

SECTION 2 STANDARD TERMS AND CONDITIONS

Stewart County Board of Education, School Nutrition Program and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

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

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

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

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(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.

IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

a) **Termination** - *Stewart County Board of Education, School Nutrition Program* reserves the right, at any time and for its convenience, to terminate the contract 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 provisions of the contract up to the effective date of termination, less any payments previously made by *Stewart County Board of Education, School Nutrition Program* for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or *Stewart County Board of Education, School Nutrition Program* defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, 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 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.

V. HUB STATEMENT (7CFR3016.36(e))

It is the intent of *Stewart County Board of Education, School Nutrition Program* to provide maximum practicable opportunities in its solicitations to minority firms, women's enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

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

X. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to Stewart County Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor 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 Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or *Stewart County Board of Education, School Nutrition Program* reserve the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to. All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- _ the name, address, and telephone 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

Stewart County Board of Education, School Nutrition Program shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect."

XIII. CODE OF CONDUCT

Per regulation 7CFR3016.36 (3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

Stewart County Board of Education, School Nutrition Program Code of Conduct: See Attachment I

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

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

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

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

II. PROPRIETARY INFORMATION: (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

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

III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.
- b) When bidding house labels, Bidder is required to indicate packer name, packer location, and product number.
- c) Upon request, the vendor shall submit nutritional analysis sheets; ingredient lists: All ice cream items shall be properly labeled.

IV. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cases shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Product protection guarantees: School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Quantities: The quantities indicated on the product list are based on previous year's purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

Service Level: The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

Brand identification: This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When "Distributors Choice" is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When "Private Label" is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

Standards of identity: All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted. The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word "only" the potential contractor must bid on the pack specified.

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

V. METHOD OF PAYMENT AND PRICING INFORMATION

A) **Prices** - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties.

Price escalation language:

- Vendors may petition for increases in the invoice price once every three (3) months.
- Vendors may petition for an increase based on an emergency created by unusual market conditions
- Petitions for increases shall be received by the school a minimum of 15 days prior to the effective date.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- Market research from the following publications is given blanket approval (SFA must have membership for each one):
 - The Food Institute Report
 - Urner Barry's Price Current
 - Urner Barry's National Provisioner Yellow Sheet
 - Urner Barry's HRI-Buyers Guide
 - Vance Publishing Pronet Reports
- 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.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) *Stewart County Board of Education, School Nutrition Program* will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by *Stewart County School Nutrition Program*. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to:

VI. METHOD OF SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted. No deliveries will be accepted during the hours of 11:00 am to 1 pm.

b) All orders are to be delivered on days as indicated on Attachment (E).

c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment (E).

d) The total minimum order to be delivered to each school will be agreed upon by both parties.

e) In an emergency situation in which the *Stewart County School Nutrition Program* requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, *Stewart County School Nutrition Program* has the option to purchase those goods from another source with no penalty to either party.

f) Delivery schedules that fall on a holiday will be made the following business day.

g) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified. Under no circumstance should deliveries be made during 11:00 am to 1:00 pm.

VII. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At *Stewart County Board of Education, School Nutrition Program* discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in *Stewart County Board of Education, School Nutrition Program* opinion, the best overall solution to meet the *Stewart County Board of Education, School Nutrition Program* specifications.

b) *Stewart County Board of Education, School Nutrition Program* reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of *Stewart County Board of Education, School Nutrition*

Program.

VIII. SUBSTITUTION CLAUSE

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

IX. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. *Stewart County Board of Education, School Nutrition Program* reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the *Stewart County Board of Education, School Nutrition Program* before the bid-opening deadline **September 20, 2018 at 8:30** am. Bidders may resubmit bids provided it be prior to the scheduled time for receipt of bids.

c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

d) Bid examination -

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for it nor will extra payment or change order requests be considered for conditions, which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids –

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

f) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

X. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency situation in which *Stewart County School Nutrition Program* requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, *Stewart County School Nutrition Program* has the option to purchase those supplies from another source with no penalty to either party.
- d) **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 *Stewart County School*

Nutrition Program be responsible for ordering/paying for the resulting difference.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

XI. ASSIGNMENT

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

XII. INDEMNIFICATION

Indemnification: The contractor shall defend, indemnify and hold harmless the school district from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor is responsible. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the school district or its employees.

XIII. INDEPENDENT CONTRACTOR AND INDEMNITY

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

XIV. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on **September 20, 2018**.

b) The Contractor must comply with the time of performance.

XV. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XVI. EXCEPTIONS

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

XVII. WARRANTY

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

XVIII. Gifts and gratuities: Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XIX. Pre-bid conference: If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. An offeror should raise any questions it may have about the solicitation or the procurement at that time. An offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

XX. 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.

XXI. Waiver and rejection rights: Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

XXII.

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

XXIII. Release from contract: In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the

contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between, *Stewart County Board of Education, School Nutrition Program.*, and _____ hereinafter called CONTRACTOR.

Stewart County Board of Education, School Nutrition Program and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver ice cream products to *Stewart County School Nutrition Program.*

ARTICLE 2. CONTRACT TIME

The food deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

Stewart County School Nutrition Program shall pay CONTRACTOR for delivery of ice cream products in accordance with CONTRACTOR'S bid, which is attached hereto. *Stewart County School Nutrition Program* shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

See attachment (E)

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order for *Stewart County Board of Education, School Nutrition Program* to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between *Stewart County Board of Education, School Nutrition Program* and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A - Contract Signature Page
- Attachment B – Ice Cream Specifications
- Attachment C - Vendor Bid Form
- Attachment D - Lobbying Certificate Disclosure
- Attachment E - School Addresses
- Attachment F - School Calendar
- Attachment G - Usage Report
- Attachment H - Debarment Form
- Attachment I - Code of Conduct
- Attachment J - Three Strikes Rule
- Attachment K - Bid Price Sheet

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

IN WITNESS WHEREOF, *Stewart County School Nutrition Program* and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to *Stewart County Board of Education, School Nutrition Program* and CONTRACTOR.

This Agreement will be effective October 1, 2018

_____ *Stewart County School Nutrition Program*

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B
ICE CREAM SPECIFICATIONS

Item	Description
Low Fat Vanilla Ice cream Sandwich	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Strawberry Shortcake	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Chocolate Shortcake	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Orange Cream Bar	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Fudge Bar	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Sour Swell	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Creamy Cotton Candy	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Crumbled Cookie Cone	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.
Orange Polar Pole / Rainbow Polar Pole	First indigent should be milk. 50% Wholegrain Low-fat Must pass when entered in the Smart Snack Calculator.

THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”; IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND THAT STEWART COUNTY NUTRITION DEPARTMENT IN ACCEPTING ANY BID OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

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

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

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

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

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

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E – SCHOOL ADDRESS & DELIVERY TIMES

SCHOOL ADDRESS

BOARD OFFICE

Stewart Co. BOE
7168 Green Grove Road
Post Office Box 547
Lumpkin, GA 31815
1 (229) 321-9197
Mona Hubbard

SCHOOL

Stewart Co. Elementary
15582 GA HWY 27, East
Post Office Box 547
Lumpkin, GA 31815
1 (229) 838-4374

Stewart Co. Middle/High
15582 GA HWY 27 East
Post Office Box 547
Lumpkin, GA 31815
1(229) 838-4374

DELIVERY TIMES

COUNTY

DELIVERY DAY

DELIVERY TIME

Stewart County

Monday – Friday

7:00 - 10:30

*** NO DELIVERY'S ARE TO BE MADE DURING THE HOURS OF 11:00 am to 1:00 pm ***

ATTACHMENT F
SCHOOL CALENDAR

ATTACHMENT G

USAGE REPORT

7,000

ATTACHMENT H

Stewart County Board of Education, School Nutrition Program

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion – Lower Tier cover Transactions

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

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

Organization Name

PR/ Award Number or Project Name

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

Signature(s)

Date:

ATTACHMENT I

Policy
Fraud Prevention

Descriptor Code: DIE

RATIONALE/OBJECTIVE:

The Stewart County School District has a responsibility to uphold the public trust. Internal Audit is an independent appraisal function established to document financial integrity and to promote efficiency, effectiveness and economy in District operations.

RULE:

District employees are subject to the requirements of the Georgia Code of Conduct for Educators. In addition to the professional requirements, the District sets forth the following actions which are prohibited and guidelines for reporting their occurrence or suspected occurrence:

A. FRAUD AND OTHER CORRUPT/ILLEGAL CONDUCT:

This includes but is not limited to:

1. Any crime defined in Title 16 in the Official Code of Georgia Annotated (O.C.G.A.).
2. Inappropriate conduct or the appearance of inappropriate conduct that does not rise to the level of criminal activity including but not limited to:
 - a. Conflict of Interest;
 - b. Omissions or the failure to provide information that could affect a financial decision or cause an undue loss or expense to the District;
 - c. Other actions prohibited by the Code of Conduct for Educators.

B. NOTIFICATION:

1. Procedures:

Internal Audit shall:

- a. Be notified of any occurrence or suspected occurrence of any of the above conduct:
- b. Establish and publicize procedures for the reporting and investigating of any of the above conduct in the District.

2. Reprisals:

No action shall be taken or threatened against any employee for reporting the occurrence or suspected occurrence of any of the above conduct unless the complaint was made with the knowledge the allegation was false.

- I. This procedure is established to facilitate the development of controls concerning fiscal matters that aid in the detection and prevention of waste, fraud, abuse and corruption against the Stewart County Board of Education. It is the intent of the District to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations. These procedures apply to acts involving employees as well as consultants, vendors, contractors, and any other parties doing business with the District.
- II. Management is responsible for the detection or prevention of fraud, misappropriations, and other inappropriate conduct. Each employee is responsible for reporting indication of irregularity. Any fraud that is detected or suspected must be reported to the Superintendent.
- III. The Superintendent has the primary responsibility for the investigation of all suspected fraudulent financial act as defined herein. If the investigation substantiates that fraudulent activities have occurred, final action or resolution will rest with the board.
- IV. Investigations related to fraud will be treated with confidentiality. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know.

Stewart County Schools

Date Adopted: 7/13/2017

State Reference

Description

O.C.G.A 10-01-0912

[Notification required upon breach of security regarding personal information](#)

O.C.G.A 16-09-0122

[Attempting or conspiring to attempt identity fraud](#)

O.C.G.A 45-01-0004

[Complaints or information from public employees as to fraud, waste, and abuse in state programs and operations](#)

O.C.G.A 45-10-0001

[Code of Ethics for Government Service](#)

Federal Reference

Description

18 USC 1513

[Retaliating against a witness, victim, or an informant](#)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

ATTACHMENT J

The Three Strikes Rule

- After vendors' first offense of providing sub-par quality product, late delivery, and/or poor customer service, the School Food Authority will call vendor to report contract violation. School Food Authority will follow-up with a written letter to the vendor documenting occurrence and putting the vendor on notice that the documented occurrence is unacceptable.
- After vendor's second offense of providing sub-par product, late delivery and/or poor customer service, the vendor will send a certified notice to the vendor documenting that this is the second offense and a third offense will result in termination of the contract for cause. *If the vendor is providing sub-par product (ex., bad apples, bruised tomatoes, overripe bananas) then the vendor agrees to pay the School Food Authority to purchase quality product at the vendors' expense.*
- After the vendors third and final offense of the aforementioned the School Food Authority will terminate the contract for cause in writing via email and regular mail, copying the Purchasing Compliance Officer with the State Agency.

Organization Name

Name and Title of Authorized Representative

Signature

Date

**ATTACHMENT K
BID PRICE SHEET**

Item	Description / OZ Size	Price
Low Fat Vanilla Ice cream Sandwich		
Strawberry Shortcake		
Chocolate Shortcake		
Orange Cream Bar		
Fudge Bar		
Sour Swell		
Creamy Cotton Candy		
Crumbled Cookie Cone Birthday Cone		
Orange Polar Pole Rainbow Polar Pole		

