

**Superintendent of Schools**

Dr. Mark Scott

**Board Members**

Helen Hughes, Vice Chairman Mr. Fred Wilson, Chairman Dave Crockett

Lori Johnson Hoke Morrow

Dr. Rick Unruh Bryan Upshaw

**INVITATION TO BID**

**Date Released:** April 9, 2021

**Bid Number:** 22-005

**Bid Name:** Ice Cream – School Nutrition Program

The Houston County School District is soliciting bids for Ice Cream products. Specifications, terms and conditions are contained herein. It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver all products listed on the Bid Response Form to the Houston County School District.

**BID DUE/OPENING DATE/TIME:** April 30, 2021/2:00 P.M. EST

**LOCATION:** Purchasing Department, 200 Jerry Barker Drive, Warner Robins, GA 31088

**SAMPLES DUE BY: S**amples may be requested by HCSD prior to awarding the bid. (Refer to pg. 4, item 4). All samples should be mailed to: School Nutrition, 1100 Main Street, Bldg. B, Perry, GA 31069.

**DEADLINE FOR WRITTEN QUESTIONS:** April 23, 2021

**RETURN SEALED BID VIA**: Mail or hand deliver bid. Return Attachments A, B, C, D, E, and F with your Bid Response Form to the Buyer listed below. The Bid Response form is an additional document that is located on the purchasing website with the ITB. All bids must be submitted on a USB flash drive in our **excel format only**. A hardcopy of the form must accompany your bid. Faxed bids, email bids or copying and pasting of the spreadsheet into another document will not be accepted.

All Bids and supporting documentation must be enclosed in a sealed envelope and marked “ITB # 22-005, Bid Due Date/Time: April 30, 2021/2:00 P.M. EST”

The Houston County School District is not responsible for bids that are not received by the Buyer in the Purchasing Department at the address below by the due date and time. Late bids will not be considered in bid evaluation.

Bids shall be submitted to the attention of the Buyer at the address listed below.

L. Renee Langston, CPPB

200 Jerry Barker Drive

Warner Robins, GA. 31088

Phone: (478) 988-6211

Fax: (478) 988-6212

Email: Renee.Langston@hcbe.net

This institution is an equal opportunity provider.

**DEFINITIONS**

**Addendum** - An addition to an ITB or contract document.

**Amendment** - A change or correction to an ITB or contract document.

**Bidder/Vendor** - A firm, individual, or corporation submitting a bid in response to this ITB.

**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.

**Board** – Houston County School District

**Contract Documents** - Consist of the Agreement between the HCSD and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, ITB, 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.

**HCSD** – Houston County School District, by its duly elected Houston County Board of Education.

**Invitation To Bid** (ITB) - A type of solicitation document used in competitive 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 most responsive and responsible Bidder whose bid is lowest in price. The ITB must be publicly advertised with sufficient time to respond by the date and time set for opening the bids.

**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 state how the product will be packaged and to provide a cost for purchase unit.

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

**Solicitation** - A document used by the Houston County School District 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 that the Bidders must fulfill and all other factors to be used in evaluating the bids or proposals. An ITB is a type of solicitation.

**NSLP** - National School Lunch Program

**SBP** - School Breakfast Program

**SNP** – School Nutrition Program

1. **GENERAL INFORMATION FOR BIDDERS**
2. From the issue date of this Invitation to Bid (ITB) until an award has been announced, Vendors shall not communicate with any HCSD employee, with the exception of the name stated on page one of this document or the Director of Purchasing, concerning this ITB or any information herein. The Houston County School District reserves the right to reject the bid response of any Bidder violating this provision.
3. Whenever the terms “shall,” “must,” “will,” or “is required” are used in this ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.
4. Contracts are non-exclusive as the HCSD reserves the right to purchase any products from any Vendor at any time.
5. **BIDS**
6. The HCSD reserves the right to:
7. Waive formalities and technicalities in any bid.
8. Reject any and/or all bids when it will be in the best interest of the HCSD.
9. Accept the bid that in HCSD’s judgment will be in our best interest.
10. Purchase from any source, in part or in whole, any supplies, equipment or services.
11. Award on individual items or on a lump sum basis.
12. Award this bid to the Vendor who in the HCSD's opinion is most responsive and responsible and will perform in the best interest of HCSD.
13. Price alone may not be the determining factor in award of this bid.
14. The Bidder may give bids on any one or more items. Bidders must bid on specific brand and item number if listed. However, Bidders may offer alternates on a separate list that meet or exceed the product number listed.
15. In the event of one or more Vendors quoting the exact same price and this being the lowest price bid, the tie will be broken by a coin toss conducted by someone other than the buyer responsible for this ITB.
16. 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.
17. The HCSD will not be responsible for any bid responses not received at the correct time/location prior to bid due date/time. It is the responsibility of the Vendor to insure bids are received at the proper time/location regardless of delivery method.
18. Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The HCSD reserves the right to request information or respond to inquiries for clarification purposes only.
19. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid may do so by submitting a request in writing to the Buyer listed on page one of this document. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
20. 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, and it shall not give rise to any contract claim.
21. Any Bidder who has demonstrated consistently poor performance with HCSD or other similar entities or has had a contract canceled by HCSD due to poor performance during a current or previous Agreement with the HCSD may be considered a non-responsible Bidder and their bid may be rejected. The HCSD reserves the right to exercise this option as is deemed to be in the best interest of the HCSD.
22. Once a bid is awarded, if the awarded Bidder declines their award, the Bidder will be considered a non-responsible Bidder and future bids may be rejected for up to three years.
23. **PRICE**

Prices quoted shall include all costs and charges to include, but not limited to, purchasing, packing, services described herein, and transporting the item(s) to specified location(s). HCSD is exempt from State Sales Tax and Federal Excise Tax. All fees shall be included in the bid price. Bidders must bid based on the bid unit listed using Bid Response Form(s) included with this ITB. The HCSD reserves the right to reject the bid response of any Bidder violating this provision. Prices bid must remain valid for the duration of the contract.

Vendors may petition for an increase based on an emergency created by unusual market conditions. 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.

This will be a firm fixed-price contract with no economic price adjustment during the contract period.

1. **SAMPLES**

Samples may be requested by HCSD prior to awarding the bid. If samples are requested by HCSD, they shall be at no charge to HCSD and will become property of the HCSD, unless return is requested by the Bidder in writing in their bid. Return of samples will be at Bidder’s expense and must be returned or picked up no longer than 30 days after bid closing date. Samples must be received by HCSD within five business days of the written request.

1. **QUESTIONS**

Questions regarding this Invitation to Bid shall be directed in writing only to the Buyer listed on page one of this document. All questions and answers will be posted on the HCSD website as they are received at [www.hcbe.net](http://www.hcbe.net) under “Departments,” “Purchasing,” “Bids/Proposals.” It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The HCSD will accept only written inquiries regarding this ITB up to 5 business days prior to bid closing date.

1. **AMENDMENTS/ADDENDUMS**

All amendments/addendums will be posted to the HCSD website at [www.hcbe.net](http://www.hcbe.net) under “Departments,” “Purchasing,” “Bids/Proposals,” and it is the Bidders’ responsibility to view any posted items. It is recommended that Vendors refer to the website on a regular basis during the course of this bid.No amendments/addendums will be posted within 5 days prior to bid closing.

1. **COST OF SUBMITTING RESPONSE**

The HCSD 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 ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by HCSD.

1. **AWARD**

This bid may be awarded to one or more Vendors. Award is contingent upon available funds and necessary approvals. Award will be made within sixty (60) days of the bid opening date. The selected Vendor(s) shall provide products in accordance with the specifications, all terms and conditions, instructions and applicable amendments/addendums in this ITB. Notification will be forwarded by HCSD to the successful Bidder after bid selection. HCSD has the right to cancel the bid and make no award if it is in the best interest of the HCSD.

1. **BRAND NAME**

Bidders are required to indicate the brands and models of merchandise and/or services bid.

1. **MARKING**

Merchandise in full cases shall have an identification marking on the outside of the case. Packing slip/list shall include the Purchase Order Number or contact name supplied by SNP.

1. **SAFETY**

Material Safety Data Sheets shall be provided for all applicable items and must accompany delivery.

1. **ORDERS**

The School Nutrition Central Office will place orders weekly. Vendors must be able to make regular deliveries at least weekly to each school. If a Vendor is unwilling or unable to make weekly deliveries to each school for items designated as direct delivery items, the bid shall not be considered.

1. **DELIVERY**
2. Vendor is responsible for all delivery costs.
3. Vendor shall be responsible for the removal of all packing material and debris when delivering items that need to be unpacked or installed by the Vendor.
4. The Bidder shall deliver inside at each school kitchen receiving point. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.
5. Deliveries shall be supplied by the Vendor as requested and specified except during an emergency and on holidays. In an emergency situation in which HCSD requires delivery in less than 2 days and if the Vendor cannot provide the goods within the emergency delivery period, HCSD has the option to purchase those goods from another source with no penalty to either party. Delivery schedules that fall on a holiday will be made the following business day. A holiday schedule is included as Attachment I.
6. Successful Bidder will supply the Director of School Nutrition with a phone number and representative’s name through which to place orders.
7. Delivery schedules will be created and agreed upon by both parties after the awarding of the bid.
8. All deliveries are to be F.O.B. Destination to addresses as indicated on Attachment H.
9. Temperatures for refrigerated and frozen products must be adequate to assure that the foods are in good condition. Delivery of refrigerated or frozen product must be made in a well-maintained refrigerated truck.
10. Cases remaining from previous deliveries shall be rotated in a manner to ensure that the unused products will be used first. Rotation is at the direction of the School Nutrition Manager.
11. There should be no minimum order requirement to be delivered to each school.
12. HCSD reserves the right to require overtime payment to school employees by the Bidder due to late deliveries. The HCSD will notify the Vendor and deduct the amount from the next invoice.
13. **Direct Delivery**, delivery shall be made between 6:30 AM and 1:30 PM. In the event delivery is made during serving, the delivery person must be prepared to wait until an authorized representative is available to receive shipment. Please advise delivery person of such so that adequate time for delivery is scheduled.
14. Warehouse **Delivery**, palletized dock delivery shall be to the HCSD Warehouse Distribution Center at 200 Jerry Barker Drive, Warner Robins, Georgia 31088 for those items selected for warehouse stock. Delivery shall be between the hours of 8:00 AM and 3:00 PM, Monday through Friday, except holidays. Vendors should schedule deliveries by calling 478-988-6211 x 7. All pallets/packaging will become the property of HCSD at the time of delivery.
15. All cases should be sanitary and free from any foreign matter. Any back-ordered item(s) not delivered within the time limit may be canceled by the HCSD at no expense to the same. Unsatisfactory products will be replaced with fresh units at no cost to the HCSD.
16. **INSPECTION**

All merchandise and services shall be subject to inspection after arrival at HCSD or completion of work. In the case any items are found to be defective or otherwise not in conformity with specifications, the HCSD has the right to reject such items and/or services and return them at Bidder’s expense or require that Bidder return to site (if service is performed on HCSD property to correct the issue). Problems found with products due to concealed damage will be addressed as soon as damage is revealed and on a case-by-case basis. Rejected products must be picked up no later than the next delivery date.

1. **PAYMENT**
2. SNP shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by SNP personnel, and receipt of invoice. Advance billings are not allowed.
3. 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.
4. Payment may be made by check or by credit card. If a fee will be added to the invoice for use of a VISA credit card, it must be noted on Attachment B, Certification Letter.
5. **INVOICES**
6. All invoices shall be addressed as follows:

Houston County School District

School Nutrition Program

Attn: Diana Roberts

1100 Main Street

Perry, Georgia 31069

1. At the time of delivery to the schools, two (2) copies of the Vendor’s invoice shall be left with the School Nutrition Designee. Invoices cannot be changed and Vendor shall post his records to agree with the invoice*.*
2. All copies of the invoice must be signed at the time of delivery to the schools by the School Nutrition Designee.
3. A credit or replacement will be issued for damaged or unacceptable items as determined by the Director of School Nutrition. Replacement of damaged or unacceptable items will be made no later than the next delivery date. In the event of errors, a credit/debit shall be issued against the invoice as it was presented to the School Nutrition Designee. The credit or debit shall be sent to the address listed above.
4. All invoices are to clearly indicate the account name, school name, date, product, brand name, quantity, unit price and total prices.
5. Monthly velocity reports that indicate the total number of units purchased in each category shall be submitted to the Director of School Nutrition.
6. **FACILITIES AND EQUIPMENT**

The Bidder shall be responsible for the protection of HCSD premises and property, and will be held liable for any damages caused by the Bidder, Bidder’s employee(s) or Bidder’s agent(s) during the execution of delivery/installation of goods/services resulting from this ITB.

The bidder must be able to provide and maintain an ice cream freezer.

1. **INDEMNIFICATION**
2. The Bidder does hereby indemnify and shall hold harmless HCSD, its Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as “Indemnified Party”) against all claims, demands, causes of actions, actions, judgments or other liability including attorney’s fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder’s performance or failure to perform this agreement, including but not limited to:
3. All injuries or death to persons or damage to property, including theft.
4. Bidder’s failure to perform all obligations owed to the Bidder’s employees including any claim the Bidder’s employees might have or make for privilege, compensation or benefits under any HCSD benefit plan.
5. Any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.
6. The Bidder’s obligation to indemnify the Indemnified Party will survive the expiration or termination of this agreement.
7. **TERM OF CONTRACT**

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

1. The initial contract term is one (1) year, or less, from the date of the award through June 30, 2022. The contract may be extended at bid pricing up to four years (total contract not to exceed 60 months) with mutual written agreement by both parties.
2. **TERMINATION OF AGREEMENT, CONTRACT, or AWARD**

Any agreement, contract, or award resulting from this ITB may be canceled by either party for just cause in writing 30 days prior to termination.

1. **FAILURE TO BID**

If you do not wish to bid, please return this bid and state reason(s).

1. **BID SUMMARY**

A bid summary shall be sent to all responding Bidders and will be placed on the HCSD website.

1. **REFERENCES**

Each Bidder shall submit on enclosed form a minimum of 3 references. Preferred are references from other school systems in Georgia. Reference Form is attached as Attachment F. HCSD reserves the right to solicit references from businesses that have had a recent working relationship with the Bidder. These references may be used to evaluate the responsibility level of a Vendor and may influence the award of this ITB.

**STANDARD TERMS AND CONDITIONS**

1. **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 E.

1. **DEBARMENT AND SUSPENSION VERIFICATION**

By signing the Debarment Form, Attachment C, Vendor certifies that the Vendor and/or any of its sub Vendors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the HCSD or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Vendor will immediately notify the HCSD Purchasing Department and the Director of School Nutrition if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

1. **BUY AMERICAN STATEMENT**

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (BuyAmerican 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.

1. **REMEDY FOR NON-PERFORMANCE/TERMINATION OF AGREEMENT, CONTRACT, OR AWARD**

In the event that a vendor does not perform according to the standards and conditions described in this ITB that is made a part of the contract with HCSD, HCSD may take measures to remedy the default. The optional remedies for non-performance are listed below. HCSD and Vendor agree that the damages caused by a breach of the ITB terms incorporated into a subsequent contract are difficult or impossible of estimation due to labor costs and costs to cure when Vendor does not deliver as stated in the ITB and Vendor acceptance. In order to provide for damages and estimate a reasonable probable loss, HCSD and Vendor agree to the following damage calculation as an optional remedy for the Vendor’s breach.

1. **Damages -** Payment for Damages will be accepted in the form of credits on the following month’s statement.

Fill-Rate: 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 HCSD agrees that the product will be reordered. The monthly average will be calculated by dividing the number of cases received that month by the total number of cases ordered that month. Should Vendor’s Fill-Rate drop below 98%, Vendor may be assessed liquidated damages up to 20% of cost for the original unfilled orders.

Non-Delivery: In the event that a delivery does not occur at all on the scheduled delivery day, the Vendor may be assessed damages for up to 20% of the cost of the missing order for each school that did not receive a delivery.

Outages: When the same product is not delivered and reported as out of stock (“outed”) two times, the product may either be re-awarded to another Vendor or damages may be assessed. Damages may be up to 20% of the total price for the “outed” product.

If federal reimbursement is lost due to missing or late deliveries, HCSD may require Vendor to pay a dollar amount equal to the cost of the product, the reimbursement lost, and any fines imposed on HCSD. Vendor will be responsible for any fees accessed without regard for Vendor’s supplier issues causing the damages. HCSD reserves the right to place a Vendor’s name on an ineligible source list and restrict the company or any representative of the company from participating in future solicitations with the HCSD.

1. **Suspension –** In the event that either the Vendor or the Board defaults in the performance of any obligation specified in the agreement, contract, or award, the non-defaulting party shall notify the other party in writing and may suspend the agreement, contract, or award 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.
2. **Termination –** The Houston County School District reserves the right, at any time and for its convenience, to terminate the agreement, contract, or award 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 agreement, award, or contract 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 the vendor be entitled to recover loss of profits.
3. **HUB STATEMENT** (7CFR3016.36(e))

It is the intent of the HCSD to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

1. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE 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, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. 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.

1. **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).

1. **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. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

1. **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.

1. **CIVIL RIGHTS ASSURANCE**

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

1. **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 HCSD, School Nutrition Program throughout the term of the Contract and 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 HCSD School Nutrition Program and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the HCSD reserve 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.

1. **BID PROTEST PROCEDURES**
2. Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Houston County School District at 1100 Main Street, Perry, GA 31069. The protest shall be filed no later than ten (10) days from the award notice and shall include:

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

1. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation).
2. The HCSD shall in all instances disclose information regarding protests to State Board of Education.
3. **CODE OF CONDUCT**

HCSD maintains a written code of conduct governing the performance of its employees engaged in the award and administration of contracts. The code of conduct outlines the responsibilities of, or proper practices for, HCSD employees. HCSD code of conduct governs the performance of the officers, employees, or agents engaged in any contract awards. All HCSD purchasing policies can be located at www.HCBE.net. Specific purchasing policies include Policy DJE: Purchasing, Policy DJEA: Purchasing Authority, Policy DJED: Bids and Quotations, Policy DJEE: Local Purchasing, Policy DJEI: Vendor Relations, and Policy DJEG: Purchase Orders and Contracts.

1. **EXCEPTIONS TO TERMS AND CONDITIONS**

Any bid that takes exception to a requirement of any part of this solicitation shall be rejected.

1. **ASSIGNMENT**

The agreement with the HCSD resulting from this ITB shall remain with the Vendor awarded. The Vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of the agreement, 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 HCSD.

1. **PROPRIETARY INFORMATION/OPEN RECORDS REQUEST**

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 note such in the documents included in the bid. The school district will honor the request unless or until a competing Bidder requests access to the information under the Open Records Act. 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.

1. **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 forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Vendor or the school district.

1. **EVIDENCE OF INSURANCE**
2. The successful Vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this ITB the following insurance:

|  |  |
| --- | --- |
| Coverage Limits of Liability | |
| Workmen’s Compensation | Statutory |
| General Liability/Property Damage | $1,000,000 each occurrence  $2,000,000 aggregate |
| Personal Injury | $1,000,000 each occurrence  $2,000,000 aggregate |
| Automobile Liability/Property Damage | $1,000,000 each occurrence |
| Bodily Injury | $500,000 each occurrence  $1,000,000 aggregate |

1. Prior to commencement of performance of this Agreement, Vendor shall furnish to HCSD a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the HCSD, 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 (10) days advance written notice to the HCSD. Such certificate shall be issued to: Houston County School District.
2. 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.
3. **WARRANTY**

A successful Vendor 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, a successful Vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of HCSD’s regular and daily operations.

1. **ADDITIONAL REQUIREMENTS FOR ICE CREAM**
2. Cases remaining from previous deliveries shall be rotated in a manner to ensure that the unused products will be used first. Rotation is at the direction of the School Nutrition Manager.
3. Ice Cream products shall be delivered frozen.
4. All products must comply with Smart Snack guidelines.

**SPECIAL TERMS AND CONDITIONS**

1. **HACCP REQUIREMENTS**

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

1. **PRODUCT INFORMATION REQUIREMENTS**
2. Bidders are required to list packer, manufacturer, and manufacturer’s code (item number), and brand where indicated on bid documents. Any bid that does not list manufacturer brand and item number may be rejected in part or in whole.
3. When bidding house labels, Bidder is required to indicate packer name, packer location and product number.
4. Grade must be listed for all applicable food products.
5. If a Bidder desires to submit a product as an approved equal, they must submit applicable nutritional information and Child Nutrition labeling along with a sample of the product to be considered. The sample and required information must be received by SNP at least seven business days prior to the bid closing date. The information will be reviewed by SNP to ensure that it meets the nutritional requirements and quality standards. The Purchasing Department will notify the Bidder regarding the approval or denial of the product before the bid closes. Bidders not supplying the required information to approve a product as an acceptable equal may not have their product considered for a bid award for the given line item. Samples should be mailed to: School Nutrition, 1100 Main Street, Bldg. B, Perry, GA 31069.
6. Upon request from SNP, the Vendor shall submit necessary nutrition information within 48 hours of request. Items include but are not limited to Material Safety Data Sheets (MSDS), CN labels, nutritional analysis sheets, ingredient lists, prep/cooking instructions, and reports indicating meat/meat alternates, breads, fruits, and vegetables. All food items shall be properly labeled.
7. The information concerning the specifications, manufacturer’s name, product code number, or pack size is based on the latest available information that SNP has. If the information listed concerning the specifications, manufacturer, product code number, or pack size is incorrect, please note it on the item in question when quoting. SNP may decide that the item needs to be re-bid if an error has occurred in the product specified.
8. **FOOD RELATED TERMS AND CONDITIONS**
9. **Inspection and testing**: The Vendor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract and the Vendor’s facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract. In addition, the successful Bidder must allow HCSD SNP staff to visit their facility up to two times per year to audit supporting invoices for a given week/time frame as SNP deems necessary.
10. **Net container quantity**: The minimum net quantity of all products in cans and jars 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.
11. **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. Vendors are expected to take immediate action to correct any situation in which product integrity is violated.
12. **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 HCSD be responsible for ordering/paying for the resulting difference. SNP reserves the right to add any new products during the duration of this contract. In addition, SNP reserves the right to remove items from this contract if products are no longer needed.
13. **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 Vendor 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.
14. **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 Vendor in violation of the contract with the school district as well as Federal law.
15. **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 Vendor wishes to quote a pack size that 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 Vendor 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 the potential Vendor to enter the pack of the item being quoted. The potential Vendor must complete this space when provided. If the pack size is followed by the word “only” the potential Vendor must bid on the pack specified.
16. **Drained weights**: Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes, drained weight is not a factor in USDA grades.
17. **Substitutions**: Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the Vendor at the Vendor’s expense unless prior arrangements have been made with the Director of School Nutrition. Substitutions without prior approval will not receive payment. All outages or shortages must be made known to the Director of School Nutrition at least 24 hours before delivery (preferably 48 hours). 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. The invoice shall reflect the bid price of the original item so that a credit is not necessary. If a Vendor 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 Vendor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

**ATTACHMENT A**

**Contract**

This agreement is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the HCSD and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called VENDOR).

HCSD and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

The contract documents consist of ITB # 22-005 in its entirety unless otherwise specified in this “contract signature page” and the Vendor’s response to ITB # 22-005. No other documents are a part of this contract.

**ARTICLE 2. 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.

**ARTICLE 3. PRODUCTS**

VENDOR shall provide all products/services as specified or indicated in the Contract Documents. VENDOR shall supply and deliver all products/services as specified and directed in ITB # 22-005.

**ARTICLE 4. CONTRACT PERIOD**

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

1. The initial contract term is one (1) year, or less, from the date of the award through June 30, 2022. The contract may be extended at bid pricing up to four years (total contract not to exceed 60 months) with mutual written agreement by both parties.

**ARTICLE 5. CONTRACT PRICE**

HCSD /SNP shall pay VENDOR for purchase and delivery of all items specified in ITB # 22-005 in accordance with VENDOR’S bid, which is attached hereto. HCSD /SNP shall pay VENDOR net 30 days from date of delivery unless other terms of payment are agreed upon.

**ARTICLE 6. INVOICE PROCEDURES**

Invoices for payment shall be sent as specified ITB # 22-005.

**ARTICLE 7. VENDOR’S REPRESENTATIONS**

In order to induce HCSD /SNP to enter into this Agreement, VENDOR makes the following representations:

7.1 VENDOR has examined and carefully studied the Contract Documents and all other related data identified in the ITB # 22-005.

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

The contract between the HCSD 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.

This Agreement will be effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Houston County School District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Superintendent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name of Superintendent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vendor’s Legal Company Name

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name of Vendor Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**ATTACHMENT B**

**Certification Letter**

(Form must be completed and returned with bid.)

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this bid for the Vendor.

By signing below I warrant that the bid price(s), terms and conditions stated in my response to ITB # 22-005 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.

SUBMITTED BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ST\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDOR WEBSITE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DO YOU ACCEPT VISA? \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL FEE IF PAYMENT MADE WITH VISA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT C**

**Certificate Regarding Debarment, Suspension, Ineligibility**

(Form must be completed and returned with bid.)

**This form is available electronically.** OMB Control No. 0505-0027 Expiration Date: 04/30/2022

**USDA LOGO Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**

**Lower Tier 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 C.F.R. §§ 180.300, 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.* | | |
| ***(Read instructions on page two before completing certification.)***   1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this 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(S) OF AUTHORIZED REPRESENTATIVE(S) | | |
| SIGNATURE(S) |  | 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* [*(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer)*](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) *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.*

***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.

Form AD-1048 (REV 12/18)

Page 2 of 2

**ATTACHMENT D**

**Non-Collusion Affidavit**

(Form must be completed and returned with bid.)

Houston County School District C/O HCSD, Perry, GA 31069

I state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Name of Vendor

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

I state that:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its affiliates, subsidiaries, officers,

Name of Vendor

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

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

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

Name/Date Title or Position

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

Signature

**ATTACHMENT E**

**Lobbying Form & Disclosure**

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

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

(See reverse for public burden disclosure)

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Type of Federal Action:**   a. contract  \_\_\_\_ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | 1. **Status of Federal Action:**   a. bid/offer/application  \_\_\_\_\_ b. initial award  c. post-award | | 1. **Report Type:**   a. initial filing  \_\_\_\_\_ b. material change  **For material change only:**  Year \_\_\_\_\_\_\_ quarter \_\_\_\_\_\_\_  Date of last report\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**   \_\_\_\_ Prime \_\_\_\_\_ Sub awardee  Tier\_\_\_\_\_\_, if Known:  **Congressional District*,*** *if known***:** | | 1. **If Reporting Entity in No. 4 is Sub awardee,**   Enter Name and Address of Prime:  **Congressional District*,*** *if known***:** | |
| 1. **Federal Department/Agency:** | | 1. **Federal Program Name/Description:**   CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Federal Action Number,** *if known:* | | 1. **Award Amount**, *if known:*   **$** | |
| **10. a. Name and Address of Lobbying Registrant**  *(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*  *(last name, first name, MI):* | |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Print Name: \_\_\_\_\_**  **Title: \_\_\_\_\_**  **Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_** | |
| **Federal Use Only** | | **Authorized for Local Reproduction**  **Standard Form - LLL (Rev. 7-97)** | |

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

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

**ATTACHMENT F**

**References**

School/Business Name

Address

Contact Name

Contact Phone/email

School/Business Name

Address

Contact Name

Contact Phone/email

School/Business Name

Address

Contact Name

Contact Phone/email

**ATTACHMENT H**

**School Locations**

|  |  |  |  |
| --- | --- | --- | --- |
| Bonaire Elementary | 101 Elm Street | Bonaire | 31005 |
| Bonaire Middle | 125 Highway 96 East | Bonaire | 31005 |
| Bonaire Primary | 535 Thompson Mill Road | Bonaire | 31005 |
| Centerville Elementary | 4501 Houston Lake Road | Centerville | 31028 |
| Eagle Springs Elem. | 3591 Highway 41 North | Byron | 31008 |
| Feagin Mill Middle | 1200 Feagin Mill Road | Warner Robins | 31088 |
| CB Watson Primary | 61 Martin Luther King Jr Blvd | Warner Robins | 31088 |
| Hilltop Elementary | 301 Robert Bryson Smith Pkwy | Bonaire | 31005 |
| Houston Co. High | 920 Highway 96 | Warner Robins | 31088 |
| Huntington Middle | 206 Wellborn Road | Warner Robins | 31088 |
| Kings Chapel Elem. | 460 Arena Road | Perry | 31069 |
| Lake Joy Elementary | 985 Lake Joy Road | Warner Robins | 31088 |
| Lake Joy Primary | 995 Lake Joy Road | Warner Robins | 31088 |
| Langston Elementary | 315 Langston Road | Perry | 31069 |
| Lindsey Elementary | 81 Tabor Drive | Warner Robins | 31093 |
| Matt Arthur Elementary | 2500 Highway 127 | Kathleen | 31047 |
| Miller Elementary | 101 Pine Valley Drive | Warner Robins | 31088 |
| Morningside Elem. | 1206 Morningside Drive | Perry | 31069 |
| Mossy Creek Middle | 200 Danny Carpenter Drive | Kathleen | 31047 |
| Northside Elem. | 305 Sullivan Road | Warner Robins | 31093 |
| Northside High | 926 Green Street | Warner Robins | 31093 |
| Northside Middle | 500 Johnson Road | Warner Robins | 31093 |
| Parkwood Elem. | 503 Parkwood Drive | Warner Robins | 31093 |
| Pearl Stephens Elem. | 420 Pearl Stephens Way | Warner Robins | 31088 |
| Perdue Elementary | 115 Sutherlin Drive | Warner Robins | 31088 |
| Perdue Primary | 150 Bear Country Boulevard | Warner Robins | 31088 |
| Perry High | 1307 North Avenue | Perry | 31069 |
| Perry Middle | 495 Perry Parkway | Perry | 31069 |
| Quail Run Elementary | 250 Smithville Church Road | Warner Robins | 31088 |
| Russell Elementary | 101 Patriot Way | Warner Robins | 31088 |
| Shirley Hills Elem. | 300 Mary Lane | Warner Robins | 31088 |
| Thomson Middle | 301 Thomson Street | Centerville | 31028 |
| Tucker Elementary | 1300 Tucker Road | Perry | 31069 |
| Veterans High | 340 Piney Grove Rd. | Kathleen | 31047 |
| Warner Robins High | 401 South Davis Drive | Warner Robins | 31093 |
| Warner Robins Middle | 425 Mary Lane | Warner Robins | 31088 |
| Westside Elementary | 201 North Pleasant Hill Road | Warner Robins | 31093 |
| WIN Academy | 215 Scott Boulevard | Warner Robins | 31088 |

**ATTACHMENT I**

**School Calendar**

