

TREUTLEN COUNTY SCHOOLS

5040 South Third Street
Soperton, Georgia 30457
Telephone (912) 529-7101
Facsimile (912) 529-4226

DR. CHERYL CONLEY
Superintendent

BOARD MEMBERS
Alvin Heath, Chairman
Demetria Noble, Vice Chairman
Toni Banes
Jon Hutcheson
Josh Kelly

INVITATION TO BID

The Treutlen County Board of Education is soliciting bids for food items and supplies to be used in the School Nutrition Program for the period August 1, 2018 through July 31, 2019.

Interested vendors should complete the attached Bid Forms and return them to the attention of Alecia "Red" Barrett, School Nutrition Director, Treutlen County Schools, 5040 South Third Street, Soperton, Georgia 30457 no later than 12:00 noon on June 2, 2018. Bids not received by the specified time will not be considered.

CONDITIONS AND INSTRUCTIONS

- 1. GENERAL:** The Treutlen County Board of Education assures that at all times when purchases are being made that open and free competition exist and that identical requests are furnished to all potential bidders. Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this contract. The Board reserves the right to reject any and all bids in whole or in part and to accept the bids that in its judgment will be in the best interest of the School Nutrition Program. The Board may award on an individual item or combination of items basis. Price alone will not be the determining factor. Bidders may bid on any or all items. The decision of the Treutlen County Board of Education shall be final.
- 2. RETURN INSTRUCTIONS:** Bids must be submitted in a sealed envelope. Mark envelope "**Food/Supplies Bid**". Forms should be returned with all prices written clearly and in ink. All items must indicate a unit price, a case price, and a brand name. Bids must be signed by an authorized representative and the letter of intent must also be signed and returned each bid period. All prices must include packing, transportation, or delivery costs to the school. Bid prices shall not include Federal Excise Tax or State Sales Tax. Verify your bid before submission as it cannot be withdrawn, corrected, or altered after submission.
- 3. DELIVERY:** Food and supplies will be ordered on a weekly basis and distributed by the vendor to each of the two schools as requested. Invoices must be furnished in duplicate and must be signed by the cafeteria manager or designee at time of delivery. Deliveries are not to be made during the lunch hours unless absolutely necessary and/or with the lunchroom manager's permission.

Deliveries are to be put in storerooms, coolers, or freezers under manager's direction. Deliveries are never to be left outside.

- 4. BUY AMERICAN PROVISION:** The Treutlen County School Nutrition Program will purchase domestically grown and processed food, to the maximum extent practicable. There are two exceptions to the "Buy American" provision: If the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or if competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product. Vendors should indicate whether products they bid on are either domestic, imported, or both. The country of origin must be identified on the product label, and additional information may be requested by the school system. The Treutlen County School Nutrition Program reserves the right to award bid and approve purchase of all food items on a case by case basis. Documentation of such decisions will be noted on the bid.
- 5. BRANDS:** All cases, boxes, cans, etc. must bear commercial labels. Brand names must be provided for each item on bid. Shipments of items with brand names or specifications other than those listed on the bid will be rejected or returned to the vendor at the vendor's expense, unless prior arrangements are made with the School Nutrition Director. Any proposed alternates to the specifications listed must be approved by the School Nutrition Director five (5) days prior to the quotation. A sample of the alternate may be required to establish quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions shall be made at the bid price of the original item.
- 6. INSPECTION AND TESTING:** All items are subject to inspection and testing after arrival at destination. In the event any item is defective or does not otherwise conform to specification requirements, it will be returned to the vendor at the vendor's expense. The successful bidder or bidders will furnish the School Nutrition Department on request United States Department of Agriculture Certificates or United States Department of Interior Certificates of grade when quality is questioned. CN (Child Nutrition) labels or nutrition analysis documentation shall be furnished on items as requested in specifications. Any expenses occurred in obtaining grade certifications and/or conformance to specifications are the responsibility of the vendor.
- 7. STANDARD CONTRACT CONDITIONS:** Contractor must: Comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60); allow access by duly authorized representatives of the Treutlen County Board of Education, State Agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to the contract. Maintain all required records for three (3) years (state requires five (5) years) after final payment and all other pending matters are closed; meet regulations relating to energy efficiency which are contained in the State Energy Conservation Plan and Conservation Act (PL 94-165); and comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations. (Excess of

\$100,000.00.) By signing the attached non-collusion certification form, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards. The district is prohibited from providing any geographical preference in the award of any contract for any item based on Federal Regulations governing the use of Child Nutrition Funds. Minority firms, women's enterprises, and labor surplus area firms are encouraged to bid. When submitting a bid the contractor ensures that he/she has not been excluded or disbarred from participation in Federal Procurement of purchases over \$25,000.00.

- 8. PAYMENT:** Payment will be made by Treutlen County Board of Education. Two copies of invoices shall be delivered to each cafeteria at time of delivery and shall not include any local, state, or federal taxes. Neither shall they include delivery or service charges. Statements are to be mailed to the Treutlen County Board of Education at or near the end of each month.
- 9. ORDERS:** All orders will be placed by the School Nutrition Bookkeeper located in the Central Office. Orders will be compiled and available to the vendor at or after 10:00 a.m. each Friday.
- 10. VENDOR EXCLUSION:** A vendor awarded less than 20 items, excluding baker's products, spices and seasonings, will be removed from the vendor bid list for the remainder of that bid period.
- 11. 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.
- 12. DEFAULT:** If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Treutlen County Board of Education without the consent of the School Nutrition Program Director, such delivery will constitute grounds for the cancellation of the contract and/or the removal of the vendor from the Treutlen County Board of Education mailing list for not less than one (1) year.
- 13. PROTEST PROCEDURES, TERMINATION OF CONTRACT:** The system may terminate the contract if the successful contractor fails to perform at the level specified in the contract document and the successful contractor may terminate the contract if the school system fails to meet the specified payment terms. Each party shall follow the procedure outlined below if contract is to be terminated:

- Step 1 – Issue warning letter outlining violations and length of time to correct problem.
- Step 2 – Issue letter of intent to cancel contract if problem is not resolved by given date.
- Step 3 – Issue letter to cancel contract.

14. Rebidding (Updating) for the Second Semester Bid Period: Original bid documents will be returned to vendors who submit bids for the first semester to enable them to make any changes to price, brand, pack size, etc. Vendors who do not submit a completed bid the first semester will receive a new document. The adjusted bids and/or new submittals will be re-evaluated to determine the new successful vendors.

Should you have questions regarding the interpretation of this invitation, please contact the School Nutrition Program Director at (912) 529-7109 between the hours of 8:00 a.m. and 4:00 p.m.

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

LETTER OF INTENT

Date _____

Mrs. Alecia "Red" Barrett
School Nutrition Director
Treutlen County Board of Education
5040 South Third Street
Soperton, Georgia 30457

Dear Mrs. Barrett:

Having examined the vendor-system purchasing agreement on food items and supplies for the Treutlen County School Nutrition Program including all specifications, conditions, and instructions, the undersigned proposes to furnish the items which we have indicated at the price stated, and under the conditions specified in the proposal for the period between August 1, 2016 through July 31, 2017.

This is also verification that we, the undersigned, are an equal opportunity employer.

Respectfully submitted,

Name of Company

Signature of Representative

Business Address

City, State and Zip Code

Telephone Number

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder must sign and return with bid.)

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 equipments, 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 bid and certify that I am authorized to sign this bid for the bidder. I further certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-25 have not been violated in any respect.

AUTHORIZED SIGNATURE

DATE

TITLE

COMPANY NAME

Sworn to and subscribed before me this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires

USDA Non-discrimination Statement

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at [\(800\) 877-8339](tel:8008778339). Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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](tel:8666329992). 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](tel:2026907442); or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.