

Superintendent

Dr. Richard Behrens
 Email: rbehrens@towns.k12.ga.us

School Nutrition Director

Cynthia Dean
 Email: cdean@towns.k12.ga.us

***School Board Members***

Michael Anderson
 Bob Gibby
 Donna Hedden
 Larry Kimsey
 Emily Phillips

To: All Bidders

From: Cynthia Dean
 Director of School Nutrition

Re: Bread Bid FY10

Date: May 11, 2009

The Towns County Board of Education is soliciting bids for the School Nutrition Program bread purchases for all schools for the school year 2009 – 2010.

Bidders may request a bid packet for FY10 by contacting the nutrition director at phone number 706-896-2279. Bid documents and pricing spreadsheet may also be sent via email at the bidder request. Required original documents to be returned include all pages of this contract with bidder initials; complete pages 8, 10, and 11. Successful bidder(s) must submit the following within 10 days of award: certificate of insurance listing Towns County Schools as an additional insured; nutrition labels.

Return all required documents by June 9, 2009 by 11:00 a.m. via below:

Mail: Towns County Board of Education
 Bread Bid FY10
 67 Lakeview Circle-Suite C
 Hiawassee, GA 30546

Deliver: Towns County Board of Education
 Bread Bid FY10
 67 Lakeview Circle-Suite C
 Hiawassee, GA 30546

Inquiry Only: cdean@towns.k12.ga.us Subject line: Bread Bid FY10

The Towns County Board of Education reserves the right to accept or reject any or all bids submitted, and to waive any formalities.

RIGHT TO REJECT - The Towns County Board of Education (BOE) reserves the right to accept or reject all bids, proposals or sections thereof when the rejection is in the best interest of the School District. The BOE reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor proposes. The BOE reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who, in the opinion of the School District, is not in a position to adequately perform the contract.

The BOE reserves the right to reject any or all proposals; any part or parts of a bid, proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the School District. Contracts will be awarded to the Vendor submitting the proposal determined to be in the best interests of the School District.

REQUIREMENTS - This bid shall be effective July 1, 2009 and continue through June 30, 2010. Bid must be received on, or before, **June 9, 2009, by 11:00 AM.**

RETURN INSTRUCTIONS - Documents shall be in sealed envelope clearly marked with the address of Towns County Board of Education **Bread Bid FY10** on the outside of the envelope.

REVIEW AND AWARD - All bids are subject to review and tabulation. Award will be announced on July 7, 2009, after the Towns County Board of Education meeting on July 6, 2009. Towns County Board of Education does not copy, fax, or email bid awards. Bidders may review bid documents after award announcement.

FISCAL FUNDING - If the effective dates of this contract extend beyond the current state/federal fiscal year, it shall be understood that purchases in the next state/federal fiscal year are conditional on the receipt of federal and/or state funds. Towns County Board of Education reserves the right to change the item identifications, decrease the quantities and/or delete items.

PAYMENT - Towns County School Nutrition Program pays monthly. Towns County School System is exempt from all sales and use taxes.

EXTENSION - This contract may be extended for a period not to exceed three years, in total, upon the mutual agreement of both parties. The total period of the contract, including extension, shall not exceed 36 months. Towns County Board of Education may consider individual product price changes as part of an extension agreement; escalating /deescalating will apply. Product price changes may not exceed the U.S. Department of Labor-Bureau of Labor statistics Southeast BLS region not seasonally adjusted consumer price index percentage change annual average for the previous 12 months. Should for any reason the market value dramatically escalate and a distributor

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cannot maintain an original quote, the distributor must give Towns County School Nutrition Department documentation in writing by a third party confirming the reason for a price increase. The distributor must continue to supply the product at the awarded price for 30 days after written documentation is received, thus allowing time for confirmation.

CONTRACT PRICES - Should for any reason the market value dramatically escalate during the contract period and a distributor cannot maintain an original quote, the distributor must give Towns County School Nutrition Department documentation in writing by a **third party** confirming the reason for a price increase. The distributor shall continue to supply the product at the awarded price for 30 days after written documentation is received, thus allowing time for confirmation. In the event that distributor requests pricing adjustments, escalating/deescalating shall apply. The district reserves the right to submit bids to other interested vendors if current distributor requests price increases on 10% of items awarded.

NEW FOOD ITEMS – Towns County School Nutrition conducts taste test / surveys during the school year based on customer requests. Items may be requested that are not listed on the bid sheet based on these outcomes.

RECALLS – Distributor is required to notify the nutrition department immediately of any recalls for items associated with the awarded bid items via phone and urgent email to the nutrition director.

NUTRITION INFORMATION – Upon district request, if applicable, nutrition facts sheet and ingredient list for requested food item(s) is required from successful bidder within 10 days of award.

MSDS SHEETS – If applicable, Material Safety Data Sheets must be sent for all chemical items awarded within 10 days of award.

SERVICE LEVEL - The contractor shall fill all original orders at 100% on the scheduled delivery day.

DELIVERY TIME / PLACE / PACKAGING - Required to delivery site listed in Delivery Points (Page 5). Service to all sites shall be for the 2009-2010 school year. The summer school program site(s) shall be supplied during the summer months. Deliveries shall be made according to the delivery times agreed upon with successful bidder. Drivers shall deliver **ALL** items inside kitchen. **In accordance with HACCP guidelines, no deliveries shall be left outside the kitchen door. Temperatures shall be taken on all food items delivered. Any food item(s) with a temperature in the danger zone for safe food shall be returned with the delivery person and full credit given off delivery invoice.** All bid items should be packaged in the appropriate container for that item with production date clearly marked. **In accordance with HACCP guidelines**, all cases, cartons, containers and packages must be completely sealed and intact. Damaged cases, cartons, containers, and packages will not be accepted and vendor must give full credit from invoice at time of delivery. Overstocks or

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extra product shall not be left in any school or given to any employee of Towns County Board of Education. Nonscheduled school closings are announced after 5:30 a.m., distributor will be notified as soon as possible. The deliveries are to be during hours when food service personnel are on duty.

DEFAULT - If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specification set forth, such delivery will constitute grounds for the cancellation of the contract and/or the removal of the vendor from the Towns County Board of Education bid list for not less than one (1) year.

TERMINATION OF CONTRACT - Failure on the part of Towns County Board of Education, or the contractor, to comply with the provisions of this contract may result in contract termination. Each party shall follow the procedure outlined below if a contract is to be terminated:

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

B. In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the Towns County Board of Education.

STANDARD CONTRACT CONDITIONS -This contract shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - by laws of the state and the United States.

Contractors providing service under this contract, herewith, assures the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

Contractors shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Labor Regulations (41 CFR Part 60).

The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment. Towns County Board of Education, its authorized agents, and/or state/federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until state matter is closed.

Contractors shall comply with all applicable standard, orders, or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 1857h), Section 408 of the Clean Waste Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities.

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By signing this document, 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 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.

INSURANCE REQUIREMENTS - All successful bidders must submit a Certificate of Insurance from your Insurance Agent or Company. The insurance carrier must be licensed to provide insurance in the State of Georgia and have a financial rating of A+ with A.M. Best or other rating acceptable to Towns County Schools. The minimum required coverage is:

Products Liability Insurance for a limit of at least \$500,000.00 and including the *Towns County Schools as an Additional Insured*.

General Liability Insurance for a limit of at least \$500,000.00 and including the *Towns County Schools as an Additional Insured*.

Automobile Liability Insurance for a limit of at least \$500,000.00 and including the *Towns County Schools as an Additional Insured*.

Workers Compensation Coverage: As required by State of Georgia.

TRANSMITTAL OF ORDER - Timing and method of ordering shall be negotiated with successful bidder(s).

CONTACT: Cynthia Dean, School Nutrition Director

BILLING ADDRESS: Towns County Board of Education
School Nutrition Department
67 Lakeview Circle-Suite C
Hiawassee, Georgia 30546
(706) 896-2279

SCHOOL DELIVERY POINT:
Towns County High School
1400 Hwy 76 East
Hiawassee, Georgia 30546

DEBARMENT AND SUSPENSION CERTIFICATION - Required form on page 8 (instructions listed on page 7).

BUY AMERICAN - School nutrition programs are required to “Buy American” (7CFR210.21), when purchasing domestic commodity or product with Federal funds to the maximum extent practicable. If a bid item that would normally be considered “Buy American” is not available domestically, distributor must get prior approval before substituting item along with a third party report of explanation.

BUY AMERICAN

- 'Domestic commodity or product' means – An agricultural commodity that is produced in the U.S. and A food product that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S.

- "Substantially' is defined as: over 51 percent of the final processed product consists of agricultural commodities grown domestically.

- Food products produced in the U.S. are defined as:
An unmanufactured (raw) food product produced in the U.S., or A food product that is manufactured in the U.S.

- In case of unavailability of domestic product due to seasonably available quality or quantity or costs significantly higher, non-domestic product can be purchased on product-by-product basis **PRIOR APPROVAL REQUIRED FROM TOWNS SCHOOL NUTRITION.**

- If domestic product becomes unavailable, the distributor will provide 30 days notification. Included in the notification will be current market price of original product and market price of substituted product. Market price will come from a "third party market report".

General Instructions Provisions and Assurances Debarment and Suspension Certification

Definitions

Lower-tier Participant-Any organization (such as a school district or university) or person receiving a grant or contract under this "Application". This also includes subsequent subgrants and subcontracts.

Covered Transaction-The act of applying for Federal funds or submitting a proposal for Federal funds.

Lower-tier Transaction-The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower-tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

Principals-An administration head, key project/grant management person, officer, director, within the Lower-tier Participant's organization or a suborganization contracted with (i.e., superintendents and the key person in the school district who will exert control or management influence over this project. At a university, it would be the president and principal investigator.)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower-tier participant is stating that it is neither debarred nor suspended.
2. This certification is a material representation of fact upon which reliance was placed when this certification was signed. 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 and/or debarment from Federal funds participation.
3. The prospective lower-tier participant shall provide immediate written notice to the organization 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 certification have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal 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 of agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the two-paragraph Certifying Statement 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. 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.

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**Provisions and Assurances
Debarment and Suspension Certification**

Name of Federal Program _____

Catalog of Federal Domestic Assistance Number, if applicable _____

Project Period _____ through _____

This certification is required by the regulations implementing Executive Order 12549. To implement this order, each Federal agency is responsible for issuing regulations within the Code of Federal Regulations (CFR). The United States Department of Agriculture issued its regulations in Title 7 CFR Part 3017, Section 3017.510, and Participants' responsibilities. The United States Department of Education issued its regulations in Title 34 CFR Part 85, Section 85.510, and Participants' responsibilities. Copies of these regulations or the regulations from other Federal departments or agencies may be obtained by contacting the Federal program official in the Georgia Department of Education.

(Before completing certification, read Instructions on page 7)

Certifying Statement

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of 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 (Full Legal Name)

Project Name

Name and Title of Authorized Representative

Signature

Date

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REQUIREMENTS - Bread racks must be clean, and durable. Bidder agrees to inspect all bread racks monthly and agrees to clean and maintain as needed or requested.

Bread, Cinnamon Raisin, Loaf, 16 slices, not counting end pieces, delivered fresh

Bread, Sandwich, White, Loaf, 26 slices, not counting end pieces, delivered fresh

Bread, Sandwich, Whole Wheat, Loaf, 20 slices, not counting end pieces, delivered fresh

Bread, Texas Toast, Loaf, 16-1" slices, not counting end pieces, delivered fresh

Bun, Hamburger, Sliced 4", Plain, institutional packed, delivered fresh

Bun, Hamburger, Sliced 4", Whole Wheat, institutional packed, delivered fresh

Bun, Hot Dog, Split Top, Plain, 6" length, institutional packed, delivered fresh

Bun, Hot Dog, Split Top, Whole Wheat, 6" length, institutional packed, delivered fresh

Bun, Sub, soft French dough, 8" length, 3 ounces, institutional packed, delivered fresh

Rolls, Country (Sliced), 24 rolls sliced, 2 $\frac{3}{4}$ " L x 2 $\frac{3}{4}$ " W x 2" H, delivered fresh

ALL BAKERY PRODUCTS SHALL NOT CONTAIN LARD or TROPICAL OILS AND MUST BE PREPARED WITH VEGETABLE OILS or VEGETABLE SHORTENING ONLY. NO ARTIFICIAL COLOR, NO ARTIFICIAL FLAVORS, NO MSG, BHA, or BHT.

Each bread item must be whole-grain or made from enriched meal or flour. Bread crusts must be uniform in color and thickness; the texture should be soft and velvety. All products should be produced and processed in the United States using agricultural commodities that are produced in the U.S. Should any item fail to meet specifications during the term of the contract, the Towns County Board of Education shall require the bidder to remove any such item from the school and full credit shall be given for the total amount of the product removed.

Towns County Board of Education
 School Nutrition Program
 67 Lakeview Circle-Suite C, Hiawassee, GA 30546

BID FORM 2009-2010

Estimate	Description	Weight	Count (w/out end pieces)	Total Price	Brand
181	Bread, Cinnamon Raisin				
1191	Bread, Sandwich, White				
2104	Bread, Sandwich, Whole Wheat				
1192	Texas Toast				
6525	Bun, Hamburger, Sliced 4", Plain				
4427	Bun, Hamburger, Sliced 4", Whole Wheat				
3308	Bun, Hot Dog, Split Top, Plain				
480	Bun, Hot Dog, Split Top, Whole Wheat				
2458	Sub Bun				
5732	Rolls, Country, Sliced, (Krystal Rolls)				
Products				Total Price for Bakery	

****IF DIFFERENT FROM REQUIREMENTS, PLEASE SPECIFY****

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined.

Signature _____ Title _____ Date _____

Company _____ Email _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # _____ Fax # _____

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Date: _____

Towns County Board of Education
School Nutrition Program
67 Lakeview Circle-Suite C
Hiawassee, Georgia 30546

Having examined the invitation to bid on bread for the Towns County School Nutrition Program, including all specifications, conditions, and instructions, the undersigned proposes to furnish the items, which we have indicated at the prices stated, and under the conditions specified in your proposal for the period July 1, 2009 through June 30, 2010.

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

Respectfully Submitted,

Name of Company _____

Representative Signature _____

Business Address _____

City, State and Zip Code _____

Fax Number _____

Toll Free Telephone # _____

Email address _____

Please include a 24 hour customer service representative contact name and number:

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Towns County School System 2009 – 2010 School Calendar

Pre-Planning August 3 – 5, 2009
 Open House August 4, 2009
First Day of School August 6, 2009
Labor Day Holiday September 7, 2009
 Progress Reports September 9, 2009
 End of 1st Nine Weeks October 6, 2009
Teacher Work Day October 7, 2009
Fall Break October 8 – 12, 2009
 Report Cards October 13, 2009
 Progress Reports November 12, 2009
Thanksgiving Holidays November 23 – 27, 2009
 End of 2nd Nine Weeks December 18, 2009
 End of 1st Semester December 18, 2009
Early Release December 18, 2009
Teacher Work Day December 21, 2009
Christmas Holidays Dec. 22, 2009 – Jan. 1, 2010
Teacher Work Day January 4, 2010
 Students Return January 5, 2010
MLK Day January 18, 2010
 Progress Reports February 10, 2010
President's Day February 15, 2010
 End of 3rd Nine Weeks March 11, 2010
Teacher Work Day March 12, 2010
 Report Cards March 16, 2010
Spring Break April 5 – 9, 2010
 Progress Reports April 22, 2010
Teacher Work Day May 7, 2010
 End of 4th Nine Weeks May 26, 2010
 End of 2nd Semester May 26, 2010
 Early Release May 26, 2010
Graduation May 28, 2010
 Teacher Work Days May 27 – 28, 2010