

Habersham, Rabun, Towns, Union and White County
Boards of Education
School Nutrition Programs

**INVITATION FOR BID
DISPOSABLE GOODS**

Issued on: March 1, 2019
Final Date for Written Questions: March 15, 2019
Bid Due Date: March 25, 2019

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DEFINITIONS

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

Bidder - A firm, individual, or corporation submitting a bid in response to this IFB.

Bid Unit - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

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.

Invitation for Bid (IFB) - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

Pack size - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

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 Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the

requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program

HRTUW – Habersham, Rabun, Towns, Union and White County

SECTION 1 TRANSMITTAL PAGE

The Habersham, Rabun, Towns, Union and White County (HRTUW) Board's of Education, School Nutrition Programs (Board/SNP) are requesting sealed bids for Disposable Goods. Bids are due by **March 25, 2019**. Bids will be opened at Rabun County Board of Education, Office of School Nutrition Director, 963 Tiger Connector Road, Tiger, Georgia, 30576.

Bids shall be mailed or delivered to the Rabun County Board of Education, School Nutrition Program, 963 Tiger Connector Road, Tiger, Georgia, 30576. Bids must be enclosed in a sealed envelope and marked "IFB for Disposable Goods."

Questions regarding this Invitation for Bid shall be directed to: Kristin Schupp, School Nutrition Director, Rabun County Board of Education, 963 Tiger Connector Road, Tiger, Georgia, 30576, phone 706-212-4350, email: kschupp@rabuncountyschools.org

Bidders may download solicitations by going to: habershamschools.com, rabuncountyschools.org, towns.k12.ga.us, union.k12.ga.us, white.k12.ga.us

I. INTENT

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

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2019 and terminate June 30, 2020.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one-year terms at the same terms and conditions by mutual agreement of both parties in written form. During the

30 days leading up to the renewal of the contract, the Board/SNP may request to add products for the upcoming school year. All pricing given for new products during this timeframe shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties.

III. BID SUBMISSION PROCEDURES

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

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Disposable Goods.”**
- b) Bids must be received by the Board/SNP no later than 10 a.m., March 25, 2019.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Electronic media must be in a protected sleeve. Bids must be mailed or delivered to:

Kristin Schupp, School Nutrition Director
Rabun County Board of Education
963 Tiger Connector Road
Tiger, Georgia 30576

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

IV. BID OPENING DATE/TIME/PLACE

Issue Date	March 1, 2019
Final Date for written questions	March 15, 2019
Deadline for submitting bids	March 25, 2019

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.

- b) The award of this IFB is contingent upon available budget funds and approval of the HRTUW Boards of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

- a) This Invitation for Bid (IFB) is issued by HRTUW Boards of Education, School Nutrition Programs. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Kristin Schupp, SNP Director
Rabun County Board of Education
School Nutrition Program
963 Tiger Connector Road
Tiger, Georgia 30576

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until March 15, 2019, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

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

SECTION 2 STANDARD TERMS AND CONDITIONS

This contract between the HRTUW Board's of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

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

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

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

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

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

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

III. BUY AMERICAN STATEMENT

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

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** -The HRTUW Board's of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

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

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

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

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

VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

IX. CIVIL RIGHTS STATEMENT

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

X. RECORD RETENTION AND ACCESS CLAUSE

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

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the HRTUW Boards of Education reserves the right to charge the Contractor for the cost of the audit and appropriate

reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to Bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- _ the name, address, and telephone number of the protestor;
- _ the signature of the protestor or an authorized representative of the protestor;
- _ identification of the purchasing agency and the solicitation or contract number;
- _ a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- _ the form of relief requested

The HRTUW Board's of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

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

XIII. CODE OF CONDUCT

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

The school districts within HRTUW will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of HRTUW will participate in selection, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family or his or her partner, or

an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Any school nutrition employee associated in any administrative phase (sourcing, purchasing, receiving, payable etc) shall be governed by the highest ethical and moral standards associated with the stewardship of public funds.

XIV. DUTY TO EXAMINE

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

XV. EXCEPTIONS TO TERMS AND CONDITIONS

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

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The Board/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 Board/SNP may require documentation verifying that a written HACCP plan is followed.

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

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

III. PRODUCT RELATED TERMS AND CONDITIONS

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

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

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

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

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

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion,

purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

IV. METHOD OF PAYMENT and PRICING INFORMATION

a) Prices - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties. Product price changes may not exceed the U.S. Department of Labor Statistics Southeast BLS region, not seasonally adjusted consumer price index percentage change annual average for the previous 12 months.

Price escalation language:

- Vendors may petition for increases in the invoice price once every three (3) months.
- Vendors may petition for an increase based on an emergency created by unusual market conditions
- Petitions for increases shall be received by the school a minimum of 15 days prior to the effective date.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- Market research from the following publications is given blanket approval (SFA must have membership for each one):
 - The Food Institute Report
 - Urner Barry's Price Current
 - Urner Barry's National Provisioner Yellow Sheet
 - Urner Barry's HRI-Buyers Guide
 - Vance Publishing Pronet Reports
- Vendors may propose an alternate market research source. The school district will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

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

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

- d) Prices will not include Federal Excise Tax or State Sales Tax.
- e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.
- e) Invoicing
 - i) Invoices, at minimum, shall consist of the following information:
 1. Delivery location
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased
 - ii) Monthly statements will be broken down by school invoice and mailed to:
See Attachment E

V. METHOD OF SHIPMENT/DELIVERY

- a) Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered on a bi-weekly basis unless agreed upon between the Board/SNP and the successful bidder. Successful bidder and Board/SNP will negotiate delivery day. Successful bidder must submit a delivery schedule to each SFA by July 15, 2019.
- c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment E.
- d) The total minimum order to be delivered to each school is \$150.00
- e) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- f) Delivery schedules that fall on a holiday will be made the following business day.
- g) Delivery of product must be made in a well-maintained truck by a person employed by the vendor. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

VI. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

VII. ADDITIONAL BID INSTRUCTIONS

- a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid-opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.
- d) **Bid examination** -
 - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the

right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids -

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

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

VIII. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case-by-case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP 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.

X. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, 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 Board/SNP.

XI. INDEMNIFICATION

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

XII. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on July 1, 2019.

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

XIII. 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 contractor or the school district.

XIV. EVIDENCE OF INSURANCE

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

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

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the HRTUW County Board’s of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: HRTUW Board’s of Education, School Nutrition Department, addresses provided in Attachment E.
- c) 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 Contractor, whichever shall occur later.

XV. EXCEPTIONS

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

XVI. WARRANTY

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

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

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

XIX. 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.

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

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

XXI. Release from contract: In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

ATTACHMENT A
CONTRACT SIGNATURE
PAGE

This agreement is dated as of _____ by and between the HRTUW Board's of Education, School Nutrition Dept., (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver disposable goods to the Board/SNP's schools.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

Board/SNP shall pay CONTRACTOR for delivery of disposable & paper good products in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Disposable Goods Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E-Delivery Locations and Billing Addresses
- Attachment F-Bid Exception Form

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

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective _____, 2019

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B

Disposable Goods Specifications

Category	Product Category	Description	Estimated Quantity	U/M	Case Pack Info	Total Estimated Items	Approved Products	Alternative Type
Disposables	Disposables and Supplies / Aprons	Aprons, Disposable, Plastic	11	CS	1000	11000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Bags, Food Storage, 10 x 14	21	CS	1000	21000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Bags, Lunch # 6 Kraft Style	299	CS	2000	598000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Bags, Sandwich Flip-lock, double saddle pack	116	CS	2000	232000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Bags, Sandwich Zip-Style	16	CS	500	8000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Covers, Bun Pan 27X37	138	RL	50	6900	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Covers, Bun Pan Rack 52X80	43	CS	50	2150	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Liners, Disposable Full Pan Deep - High Temp	80	CS	50	4000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Liners, Disposable Half Pan Medium - High Temp	1	CS	100	100	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Liners, Disposable Pan Full Medium - High Temp	40	CS	100	4000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Liners, Disposable Pan Full Parchment	179	CS	1000	179000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bags	Liners, Trash Cans 60 gallon capacity trash liners, fits up to 44 gal can Extra Heavy Duty, Linear low density, 1.5	988	CS	100	98800	Private Label	Equivalent

		Mil Minimum, 22"x16"x58"						
Disposables	Disposables and Supplies / Bags	Liners, Trash Cans 7 Gallon No Less than One mil.	4	CS	500	2000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Bowl Styrofoam, 8 oz squat	36	CS	1000	36000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Bowl, Styrofoam, 10 oz squat	164	CS	1000	164000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Bowl, Styrofoam, 12 oz squat	48	CS	1000	48000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Bowl, Styrofoam, 5 oz squat	134	CS	1000	134000	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Bowl, Styrofoam, 5 oz, not squat, rimmed	129	CS	1250	161250	Private Label	Equivalent
Disposables	Disposables and Supplies / Bowls	Dish, offer vs. serve 4 fluid oz. clear 3.5X3.5X1.25, 7.5 mil clear.	30	CS	2500	75000	Par Pak	Equivalent
Disposables	Disposables and Supplies / Bowls	Dish, offer vs. serve, 6 fluid oz, 15 mil clear. 3.5"x3.5"x1.5"	91	CS	2000	182000	Par Pak	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Bleach- Chlorine-4.25% or above, MSDS (10-11)	81	GAL	6	486	Clorox Professional Products	Approved Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Brooms Warehouse, synthetic bristle, lightweight, angled	26	CS	6	156	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Cleaner-Gum Remover	4	CS	12	48	Private Label	Equivalent

Disposables	Disposables and Supplies / Cleaning Products	Cleaner-Stainless Steel	4	CS	12	48	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Cleanser-Scouring Powder (10-11)	5	CS	24	120	Comet (Prestige Brands, Inc.)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Detergent - Pots & Pan w/Degreaser	296	GAL	4	1184	Dawn (The Procter & Gamble Company)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Detergent-Laundry-Powder-for use in automatic	56	OZ	285	15960	Tide (The Procter & Gamble Company)	Approved Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Floor, Cleaner, liquid or powder	112	GAL	4	448	Spic N Span (Prestige Brands, Inc.)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Glass Cleaner-Ready to use	8	GAL	4	32	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Mop-Small Deck	8	CS	12	96	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Oven Cleaner-Heavy Duty, fumeless	7	CS	12	84	Easyoff (Reckitt Benckiser)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Scouring Pad, Extra Heavy Duty, Flat, No Soap	26	CS	60	1560	Scotch-Brite (3M)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Scouring Pad, Scrubbers Heavy Duty No Soap	75	BX	20	1500	S.O.S. (Clorox Professional Products)	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Spray, Disinfecting-Aerosol	85	CS	12	1020	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Squeege-Foam with handle	1	EA	1	1	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Squeege-handles	0	EA	1	0	Private Label	Equivalent

Disposables	Disposables and Supplies / Cleaning Products	Stainless Steel Scrubbers	26	BX	12	312	Private Label	Equivalent
Disposables	Disposables and Supplies / Cleaning Products	Wipes-Alcohol Swabs for Probe Sanitation	248	BX	100	24800	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Drinking, Strofoam 12 oz	13	CS	1000	13000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Drinking, Styrofoam 16 oz	208	CS	500	104000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Drinking, Styrofoam, 8 oz	120	CS	1000	120000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Drinking, translucent plastic 12oz	78	CS	855	66690	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, portion paper 2 oz	30	CS	5000	150000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, portion paper 4 oz	1	CS	2500	2500	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Souffle Plastic 4 oz	56	CS	2500	140000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Souffle Plastic, 2 oz	48	CS	2500	120000	Private Label	Equivalent
Disposables	Disposables and Supplies / Cups	Cup, Souffle Plastic, 12 oz-with 2 oz insert cup-with flat or domed lid	33	CS	500	16500	Fabri-Kal	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Latex Powder Free Large	673	BX	10	6730	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Latex Powder Free Medium	449	BX	10	4490	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Poly Embossed Disposable Large	250	CS	1000	250000	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Poly Embossed Disposable Medium	684	CS	1000	684000	Private Label	Equivalent

Disposables	Disposables and Supplies / Gloves	Gloves, Poly Embossed Disposable Small	34	CS	1000	34000	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Rubber Dishwashing to the elbow	5	PAIR	1	5	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Vinyl Disposable Ex-Large Powder	90	CS	1000	90000	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Vinyl Disposable Large Powder Free	830	CS	1000	830000	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Vinyl Disposable Medium Powder Free	1217	CS	1000	1217000	Private Label	Equivalent
Disposables	Disposables and Supplies / Gloves	Gloves, Vinyl Disposable Small	10	CS	1000	10000	Private Label	Equivalent
Disposables	Disposables and Supplies / Headwear	Hairnet, Black, Light weight	32	BX	144	4608	Private Label	Equivalent
Disposables	Disposables and Supplies / Headwear	Hairnet, Brown, Light weight	8	BX	144	1152	Private Label	Equivalent
Disposables	Disposables and Supplies / Lids	Bowl, Lids for 8 & 10 oz styrofoam	1	CS	1000	1000	Private Label	Equivalent
Disposables	Disposables and Supplies / Lids	Cup, Lid Souffle plastic 2 oz	25	CS	2500	62500	Private Label	Equivalent
Disposables	Disposables and Supplies / Lids	Cup, Lid Souffle plastic 4 oz	23	CS	2500	57500	Private Label	Equivalent
Disposables	Disposables and Supplies / Lids	Cup, Lid Souffle plastic 9 oz domed, no whole, clear	6	CS	1000	6000	Private Label	Equivalent
Disposables	Disposables and Supplies / Lids	Cup, Lid Universal 16 oz styrofoam Cup	11	CS	1000	11000	Private Label	Equivalent
Disposables	Disposables and Supplies / Napkins	Napkin, 1 ply, white 7" x 13.5" fold	95	CS	10000	950000	Private Label	Equivalent
Disposables	Disposables and Supplies / Napkins	Napkin, Mega Cartridge - Kimberly Clark Dispensers	263	CS	280	73640	Kimberly-Clark	Equivalent

Disposables	Disposables and Supplies / Plates	Plate, Foam 9"	4	CS	500	2000	Private Label	Equivalent
Disposables	Disposables and Supplies / Straws & Stirrers	Straws & Stirrers: straw, individually wrapped. Milk Carton straw.	8	CS	12000	96000	Private Label	Equivalent
Disposables	Disposables and Supplies / Straws & Stirrers	Straws, Individually Wrapped , for 16 oz cups	29	BX	500	14500	Private Label	Equivalent
Disposables	Disposables and Supplies / Towels, Sheets & Paper	Pot Holder,Terry Cloth	55	BX	12	660	Private Label	Equivalent
Disposables	Disposables and Supplies / Towels, Sheets & Paper	Toilet Tissue, Double-Ply, 4-3/10"x3-3/5" wrapped rolls, 500 sheets per roll.	11	RL	96	1056	Private Label	Equivalent
Disposables	Disposables and Supplies / Towels, Sheets & Paper	Towel, Household Roll 030 Rolls @ 85 sheets	44	RL	30	1320	Private Label	Equivalent
Disposables	Disposables and Supplies / Towels, Sheets & Paper	Towel, Paper Towels, Multifold, 9.25" x 9.25"	78	CS	4000	312000	Private Label	Equivalent
Disposables	Disposables and Supplies / Towels, Sheets & Paper	Towel, Terry cloth white bar mop 100% Cotton	21	CS	60	1260	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, Paper Boat 1/2 #	156	CS	1000	156000	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, Paper Boat 1/4 #	155	CS	1000	155000	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, Paper Boat 1#	61	CS	1000	61000	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, Paper Boat 2#	27	CS	1000	27000	Private Label	Equivalent

Disposables	Disposables and Supplies / Trays	Tray, Paper Boat 5#	946	CS	500	473000	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, School 5 compartment foam	2042	CS	500	1021000	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, w/Hinged Lid 9"Large 3 cavity clear clamshell hinged tray. 7-15/16"x7-15/16"x3-1/16"	182	CS	200	36400	Private Label	Equivalent
Disposables	Disposables and Supplies / Trays	Tray, w/Hinged Lid, Foam 3 compartment	380	CS	150	57000	Private Label	Equivalent
Disposables	Disposables and Supplies / Utensils	Forks, Plastic Bulk , medium weight	899	CS	1000	899000	Private Label	Equivalent
Disposables	Disposables and Supplies / Utensils	Forks, Plastic Bulk , medium weight, kit with napkin	71	CS	1000	71000	Private Label	Equivalent
Disposables	Disposables and Supplies / Utensils	Spoons, Plastic Bulk , medium weight	560	CS	1000	560000	Private Label	Equivalent
Disposables	Disposables and Supplies / Utensils	Spoons, Plastic Bulk , medium weight, kit with napkin	14	CS	1000	14000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Aluminum Foil - 18x1000	24	RL	1	24	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Aluminum Foil, potato wrap 12X10 3/4	59	CS	2400	141600	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Film, Wrap Plastic, 24x2000	68	RL	1	68	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Wax Paper, Squares interfolded 12X10.75	23	CS	6000	138000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	5.5oz portion cup-plastic	69	CS	1000	69000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	6" clear hinged container	69	CS	1000	69000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	4oz foam food container	44	CS	1000	44000	Private Label	Equivalent

Disposables	Disposables and Supplies / Wraps	6oz foam food container	5	CS	1000	5000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	SOS soap pads	102	BX	15	1530	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	18"x500' HD foil	24	RL	1	24	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Lid for 12oz cup	16	CS	1000	16000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Black 5 compartment Foam Trays	687	CS	500	343500	Par Pak	Equivalent
Disposables	Disposables and Supplies / Wraps	Burrito Bowl 27 oz oval	3	CS	300	900	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Straw, Jumbo Plastic, translucent	9	CS	125000	1125000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Aluminum Steam Table Pans, Full	6	CS	50	300	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Aluminum Steam Table Pans, Half	7	CS	50	350	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Synthetic Gloves - medium	20	BX	1000	20000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	9 oz squat plastic cups	1	CS	1000	1000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Medium Weight Disposable Knife	3	CS	1000	3000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	12 x 12 checkered flat Deli Paper	20	CS	300	6000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Sterno	5	CS	72	360	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Dishwasher Temperature Test Strips	130	CS	25	3250	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Dixie Smartstock Plastic Fork Refill Black	238	CS	960	228480	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Medium Weight Plastic Spork White	261	CS	1000	261000	Private Label	Equivalent

Disposables	Disposables and Supplies / Wraps	Medium Size Portion Container Lid for 2 oz Container	8	CS	2500	20000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	9 oz Ultra Clear Cold Cup	9	CS	1000	9000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Tray Checkerboard 10 1/2 x 7 1/2 x 1 1/2	16	CS	250	4000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Cutlery Kit with Spork and Napkin White	12	CS	1000	12000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Detergent, Laundry, Liquid, HE	20	GAL	2	40	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Latex powder free gloves XL	80	CS	1000	80000	Private Label	Equivalent
Disposables	Disposables and Supplies / Wraps	Foil lid for full size steam table pan	6	CS	50	300	Private Label	Equivalent

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

ATTACHMENT C

VENDOR BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to:

HRTUW Board's of Education
School Nutrition Division
c/o Rabun County Board of Education
963 Tiger Connector Road
Tiger, Georgia 30576

This Bid is submitted on this date: _____

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Contact Name/Title: _____

Contact Telephone: _____

Contact Email: _____

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

___ Lobbying Certificate

___ Disposable Goods Specifications

____ Vendor Bid Form

____ Contract Signature Page

Bid Pricing:

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: \$

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

Company Type (check one):

☐Sole Proprietorship ☐Partnership ☐Corporation ☐Joint Venture

Bidder attests that:

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

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**: _____

Witness's Name: _____

Witness's Title: _____

****For Corporations:** The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

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

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E – HRTUW DELIVERY LOCATIONS BY COUNTY

Habersham County

Contact: Andrea Thomas, School Nutrition Director/athomas@habershamschools.com
Invoices: Sylvia Gerrin, School Nutrition Bookkeeper/sgerrin@habershamschools.com
Habersham County Board of Education
School Nutrition Program
132 Stanford Mill Road
PO Box 70
Clarksville, GA 30523
Phone: 706-754-2110
Fax: 706-754-3185

Habersham County Schools

School/Address	Phone Numbers	Manager
Baldwin Elementary 894 Willingham Avenue Baldwin GA 30511	706-778-6435	Sonya Frost sfrost@habershamschools.com
Clarksville Elementary 6539 State Hwy 115 West Clarksville GA 30523	706-754-2442	Lisa Watkins lwatkins@habershamschools.com
Hazel Grove Elementary 6390 Dicks Hill Parkway Mt. Airy GA 30563	706-754-2942	Ann Yardley ayardley@habershamschools.com
Woodville Elementary 911 Historic Old 441 Hwy Clarksville GA 30523	706-754-4225	Liz Martin eamartin@habershamschools.com
North Habersham Middle 1500 Wall Bridge Road Clarksville GA 30523	706-754-2915	JoAnn Greenway jgreenway@habershamschools.com
South Habersham Middle 237 Old Athens Hwy Cornelia GA 30531	706-778-7121	Janice Welborn janicewelborn@habershamschools.com
Habersham Central High 2059 St. Hwy. 197 S Mt. Airy, GA 30563	706-778-7161	Caryl Loudermilk cloudermilk@habershamschools.com
Level Grove Elementary 2525 Level Grove Rd. Cornelia GA 30531	706-778-3087	Tammy Barnes tbarnes@habershamschools.com
Habersham Ninth Grade Acd. 171 Raider Circle Mt. Airy, GA 30563	706-778-0830	Pam Daniel pdaniel@habershamschools.com
Cornelia Elementary 375 Old Cleveland Road Cornelia GA 30531	706-778-6526	Jeri Lynn Lewallen jlewallen@habershamschools.com

ATTACHMENT E – continued

Habersham County Schools Continued

Demorest Elementary 3116 Demorest Mt. Airy Hwy Demorest GA 30535	706-778-4126	Christina Cunningham ccunningham@habershamschools.com
Fairview Elementary 2925 Cannon Bridge Road Demorest GA 30535	706-778-2030	Ann Fry afry@habershamschools.com
Wilbanks Middle 3115 Demorest Mt. Airy Hwy Demorest, GA 30535	706-894-1341	Jamie Thomas jthomas@habershamschools.com

Rabun County

Contact: Kristin Schupp, SNP Director / kschupp@rabuncountyschools.org

Invoices: Marie Carver, Bookkeeper / mcarver@rabuncountyschools.org

School Nutrition Program
963 Tiger Connector Road
Tiger, Georgia 30576

Rabun County Middle-High School
230 Wildcat Hill Drive
Tiger, GA 30576
Nacoma Speed, Manager
706-782-2914

Rabun County Elementary
1115 East Boggs Mountain Rd.
Tiger, GA 30576
Ronda Lancaster, Manager
706-782-5398

Rabun County Primary
801 East Boggs Mountain Rd.
Tiger, GA 30576
Reneta Hollifield, Manager
706-212-4372

ATTACHMENT E – continued

TOWNS COUNTY

Contact: Becky Lusk, School Nutrition Director/blusk@townscountyschools.org
Invoices: Diane Adams, System Bookkeeper/dadams@townscountyschools.org
Towns County Board of Education
School Nutrition Program
67 Lakeview Circle-Suite C
Hiawassee, GA 30546
Phone: 706-896-2279

Towns County has 1 Central Kitchen
Towns County High School
1400 Hwy 76 East
Hiawassee, GA 30546
Kathy Dills/Becky Lusk, Managers
Phone: 706-892-4131

UNION COUNTY

Contact: Courtney Waller, School Nutrition Director/cwaller@ucschools.org
Invoices: Janet Stephens, School Nutrition Bookkeeper/jstephens@ucschools.org
School Nutrition Program
124 Hughes Street
Blairsville, GA 30512
Phone: 706-745-2322
Fax: 706-745-3920

Union County High School
Rachel McBride, Manager
372 Panther Way
Blairsville, GA 30512
706-745-2322 ext 1150

Union County Middle School
Dawn Von Hof, Manager
367 Wellborn Street
Blairsville, GA 30512
706-835-4306 (Direct Line)
706-745-2322 ext 2150

ATTACHMENT E – continued

Union County Elementary School
Joey Conley, Manager
165 Elementary Way
Blairsville, GA 30512
706-835-4307
706-745-2322 ext 3250

Union County Primary School
Susan Smith Tate, Manager
592 School Circle
Blairsville, GA 30512
706-835-4308 (Direct Line)
706-745-2322 ext 5750

Woody Gap School
Sheila Green, Manager
2331 State Hwy 60
Suches, GA 30572
706-747-2401 ext 1650

White County

Contact: Abby Rowland, School Nutrition Director/abby.rowland@white.k12.ga.us
Invoices: Sabine Sharpton, Bookkeeper/ sabine.sharpton@white.k12.ga.us
White County School Nutrition
136 Warriors Path
Cleveland, GA 30528
Phone: 706-865-2315

Jack P. Nix Elementary School
342 West Kytile Street
Cleveland, GA 30528
706-865-6928
Robbie Walden, Manager
robbie.walden@white.k12.ga.us

Mount Yonah Elementary School
1161 Duncan Bridge Road
Sautee, GA 30571
706-865-4901
Rebecca Lingerfelt, Manager
rebecca.lingerfelt@white.k12.ga.us

Mossy Creek Elementary School
128 Horace Fitzpatrick Drive
Cleveland, GA 30528
706-865-5003
Montie Majors, Manager
montie.majors@white.k12.ga.us

ATTACHMENT E – continued

Tesnatee Gap Elementary School
2696 Tesnatee Gap Valley Road
Cleveland, GA 30528
706-219-1791
Angie Carder, Manager
angie.carder@white.k12.ga.us

White County Middle School
283 Old Blairsville Rd
Cleveland, GA 30528
706-865-2250
Linda Parker, Manager
linda.parker@white.k12.ga.us

White County High School
2600 Highway 129 North
Cleveland, GA 30528
706-865-2312
Brenda Freeman, Manager
brenda.freeman@white.k12.ga.us

Attachment F: BID EXCEPTION FORM

HRTUW Disposable Goods Bid

[illegible]