

**Social Circle City School District**  
**School Nutrition Program**  
**Invitation to Bid: Dairy & Beverages**

Date of release: Wednesday, May 18, 2022

Submission deadlines: Wednesday, June 8, 2022 at 11:00 a.m.

Mail or hand deliver:

Social Circle City Schools, School Nutrition Program

ATTN: Melinda Marshall

147 Alcova Drive

Social Circle, GA 30025

*Electronic mail or facsimile submissions will not be accepted.*

Clarifications: Questions or requests for clarifications must be submitted via email to Melinda Marshall at [melinda.marshall@socialcircleschools.org](mailto:melinda.marshall@socialcircleschools.org)  
Questions or requests for clarifications must be submitted by 12:00 p.m., Monday, May 30, 2022  
Responses will be made via email to all parties.

Opening details: Wednesday, June 8, 2022 at 11:30 a.m.  
Social Circle City BOE conference room  
147 Alcova Drive  
Social Circle, GA 30025

Submissions will be opened in public with initial technical details evaluated. Detailed bid evaluation will not be discussed in public.

Notice to proceed: No later than 4:00 p.m., Friday, June 17, 2022

Contract period: Initial year: July 1, 2022 – June 30, 2023  
Contract includes the provisions for renewals.

Type of contract: Bottom line cost with escalation/de-escalation. Rebates, discounts revert to Social Circle School District.

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### Scope and purpose

The purpose of this solicitation is to secure a responsive and responsible vendor for milk and 100% juice beverage deliveries for the Social Circle City School District (SCCSD). The responsible vendor must have demonstrated both production capacity as well as delivery ability to serve all three (3) schools in the SCCSD on a semiweekly basis during the school year. Reliable, consistent, accurate daily deliveries to all three (3) sites are required as a part of this solicitation.

SCCSD requires the first delivery to be between July 25 and August 2, 2022; with semi-weekly deliveries beginning on the first day of school, August 3, 2022. The semi-weekly deliveries are suspended during planned school holidays and on inclement weather days (as determined and announced by SCCSD officials).

Estimated purchase quantities have been provided, but are to be treated as estimates only. Actual purchases may be greater or less than estimated quantities. Vendor may not require SCCSD purchase up to or only estimated quantities. SCCSD is not liable for any costs associated with providing a response to this bid.

### Contractor Qualifications

Proposals will only be evaluated for vendors which, in the sole determination of SCCSD, represent qualified and responsible vendors. For a vendor to be considered qualified, the following minimum criteria must be met:

- A. The vendor shall provide proof that all items are regularly stocked during a normal school year (beginning at the end of July continuing through the end of May).
- B. The vendor shall have financing adequate to product items in the most economical quantities. Vendors may be required to submit a current financial statement and/or D&B rating.
- C: The vendor must demonstrate the capability to provide accurate, reliable, and timely reports, invoices, and statements.
- D. The vendor must have a thorough Food Defense Plan in place at all levels of the service process. Sanitation and safety supported by a current HACCP plan must be an integral part of the day-to-day operation.

### Solicitation submission instructions

Submissions must comply with the following requirements:

1. Two (2) printed copies of all sheets requiring signatures as well as printed copies of the pricing submission worksheet must be submitted. *Please do not return all pages of this solicitation, only those which require signatures or information are necessary to be returned. See Bidder's checklist.*
2. Corrections of errors for manual entry items should be crossed out, corrections entered, and initialed by the person authorized to sign the proposal. Erasures or the use of "White Out" or

other correction film may be cause for rejection. No proposal shall be altered or amended after the deadline set for submission.

4. Submissions must be clearly marked "Milk Bid" on the outside of the submission envelope.
5. Proposal submitted by facsimile or electronic mail will not be accepted.
6. Pricing must be submitted using the provided worksheet which is part of the solicitation document. Pricing may not be submitted on company produced forms.

By submitting your proposal, you are guaranteeing that your company can provide goods and services to meet the requirements of this solicitation during the contract period.

### **Glossary of terms**

Addendum	Change, addition, alteration, correction, or revision to the solicitation or contract document following award.
Amendment	Change, addition, alteration, correction, or revision required prior to solicitation submission date/time
Bid unit	Unit designation by which pricing will be compared.
Bid units/case	The number of individual bid units per delivered case of product.
Damaged item	An item that has sustained damage that could allow spillage from the original container, alteration of the standard of quality from the originally produced product, or jeopardize food safety.
Force Majeure	A condition typically caused by catastrophic conditions which cause unforeseen, drastic increase in raw goods used in the manufacturing process or fuel costs. Simple increases in product or fuel costs are not considered "force majeure".
NSLP	National School Lunch Program
SBP	School Breakfast Program
USDA	United States Department of Agriculture

**Bidder's Checklist**  
**Social Circle City School District**  
**Dairy & Beverage Bid Solicitation**

Company name: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_

By submitting a response to this solicitation, the bidder's authorized representative acknowledges that he/she:

- Has read all information and instructions contained herein
- Agrees to comply with the requirements and instructions contained herein
- Is authorized to legally bind his/her company to meet the requirements of the contract

Submission:

Clearly label the front of the outside submission envelope:

Dairy and Beverage Bid  
ATTN: Melinda Marshall  
Social Circle City School Nutrition

Items which must be returned:

- \_\_\_\_\_ Bidder's checklist
- \_\_\_\_\_ Proof of insurance
- \_\_\_\_\_ Appendix C: Proposal Certification
- \_\_\_\_\_ Appendix D: Pricing Submission Form
- \_\_\_\_\_ Appendix E: Buy American/Non-Domestic Reporting Form
- \_\_\_\_\_ Appendix F: Key Drop Agreement
- \_\_\_\_\_ Appendix G: Debarment Certification
- \_\_\_\_\_ Appendix H: Lobbying Certification
- \_\_\_\_\_ Appendix I: Contractor Affidavit
- \_\_\_\_\_ Appendix J: Immigration/Security Form
- \_\_\_\_\_ Appendix K: Bidder Questionnaire
- \_\_\_\_\_ Appendix L: Reference Form
- \_\_\_\_\_ Four samples of marketing materials

## Standard Terms and Conditions

### **Assignment**

No part of this contract nor any of its provisions may be assigned, sub-contracted, or transferred without the written consent of the bid administrator or his/her designee.

### **Award Determination**

This solicitation will be awarded to a single vendor. Bid prices must be guaranteed and remain valid for the first month, after which pricing may be adjusted based on USDA AMS Federal Market Order No. 7 documentation.

SCCSD reserves the right, in its sole discretion, to accept or reject any or all bids or parts thereof.

Award will be made to the most responsible, responsive bidder based on price, product acceptability, product availability, past vendor experience, references, and compliance with solicitation specific specifications and requirements. The awarded vendor may or may not necessarily be the vendor with the lowest cost per half pint of milk.

### **Bidder Responsibility**

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 an offer after the offer due date and time, nor shall it give rise to any contract claim. Lack of care in preparing an offer shall not be grounds for pricing adjustments which do not benefit the SCCSD.

### **Buy American Provision**

Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the NSLP and SBP to purchase, to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

The pricing worksheet includes a column in which vendors shall note items which may be sourced from non-domestic locations. Items which are marked as potential for non-domestic should then be carried to the non-domestic worksheet for further explanation. If a domestic product is awarded and becomes unavailable, the vendor must notify SCCSD prior to delivering a non-domestic product.

Products which have multiple ingredients are expected to contain at least 51% American origin ingredients. Products which do not contain at least 51% American origin ingredients must have a statement on file with SCCSD justifying the non-domestic origin of the ingredients.

### **Civil Rights Provision**

The vendor offering products or services under this solicitation must comply with the provisions of the Civil Rights Act of 1964, as amended.

The vendor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this contract, vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

USDA is an equal opportunity provider and employer.

### **Clean Water/Clean Air Act**

Vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) Clean Air and Water Certification). Vendor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Agency (EPA) list of violating facilities. Vendor will immediately notify SCCSD of the receipt of any communication indicating that any of the vendor's facilities are under consideration to be listed on the EPA list of violating facilities.

### **Code of Conduct**

All representatives of SCCSD will conduct themselves in a manner which reflects the highest level of professionalism at all times and in a manner consistent with the State of Georgia Code of Ethics as set forth by the Georgia Professional Standards Commission. SCCSD SNP will maintain and follow a department specific code of ethics.

## **Competition**

This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it is the responsibility of the interested vendor to notify SCCSD in writing of the concern so as to be received at least five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

## **Contract Management**

SCCSD will maintain a local procurement plan which includes contract management procedures. These procedures will include methods by which contract disputes (pricing issues, delivery and service issues, etc.) will be addressed and documented.

## **Contract Period/Option to Extend**

The initial term of this contract will be for one year commencing on the dates specified herein. SCCSD reserves the right, but is not required, to renew the contract for up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties. Renewal periods will automatically renew unless either party gives a written thirty (30) day termination notice. Renewal periods will cover the period of July 1, through June 30, of the appropriate year(s).

## **Debarment and Suspension**

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 the company he/she represents is not debarred, suspended and nor does it have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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

## **Default**

In case of default by the vendor, SCCSD has the right to purchase any or all items in default on the open market, with the vendor awarded this solicitation bearing any additional cost which must be reimbursed to SCCSD within thirty (30) days of notification of such costs. The defaulting vendor shall not be considered a responsible bidder for at least three future solicitations after the contract period during which the default existed. Further, the defaulting vendor may be banned outright from future bidding opportunities.

SCCSD will notify the vendor either via electronic mail or other method in writing that SCCSD considers the contractor to be in default. SCCSD may, at that point, choose to suspend the contract, in whole or in part, pending remedy of the default. If the defaulting party is diligently attempting to cure such default, SCCSD may choose to allow the contract to continue, pending satisfactory resolution or SCCSD may choose to suspend the contract.

### **Drug Free Workplace Act**

The vendor must comply with all terms and conditions of the Drug Free Workplace Act (O.C.G.A. 50-24-3). Additionally, vendor must ensure that all representatives observe tobacco, alcohol, and drug free campus requirements. "Campus" includes all school property *including* parking lots and access roads.

The vendor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

### **Energy Policy and Conservation Act**

Vendors must comply 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 (PL 94-163, 89 Stat. 871).

### **Equal Employment Opportunity Compliance**

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.

### **Exceptions to Terms and Conditions**

A bidder who takes exception to a material requirement of any part of this solicitation, including a material term and condition, may be rejected.

### **Force Majeure**

The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually severe weather. In every case the failure to perform must be beyond the control and without the fault or negligence of the vendor.

Written, third party documentation shall be required to support any instance when Force Majeure has been claimed and pricing has been adjusted. Flat fuel surcharges are not allowed.

Force Majeure pricing is intended to be emergency and short-term. Conditions which caused the force majeure claim will be monitored closely to ensure prices revert to contract prices as quickly as possible.

### **Georgia Law**

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of Georgia which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the Georgia as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

### **Hold Harmless**

The vendor shall hold harmless and indemnify SCCSD, its respective officers, and employees for every claim, demand, suit, and award which may be made from any and all damages and claims which may be made by reason of:

- 1) Any injury or death to person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the vendor or any person, firm or corporation, directly or indirectly employed by it upon, or in connection with its performance under this contract;
- 2) Any liability that may arise from the furnishing or use of any copyrighted or not copyrighted formula, secret process, patented or not patented invention in the performance of the services called for under the contract;
- 3) The vendor, at its own expense and risk, shall bear all reasonable attorneys' fees, costs, and expenses which may be incurred in defending against any legal proceeding which may be brought against SCCSD as well as its officers and employees, on any such demand, and satisfy any judgment that may be rendered against any one of them.

## **Insurance Requirements**

The vendor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

- A. ***Workman's Compensation:*** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of Georgia Law regarding workman's compensation insurance. Bodily injury by Accident-Each employee-\$100,000  
Bodily injury by Disease-Each employee-\$100,000  
Bodily injury by Disease-Policy Limit-\$500,000
- B. ***Comprehensive General Liability:*** Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.
- C. ***Comprehensive Automobile Liability:*** Limits of coverage shall not be less than \$100,000 per person and \$300,000 per accident for bodily injury and \$100,000 property damage.

Bidder must provide proof of insurance coverage as part of submitted documents.

## **Lobbying**

Per CFR 7.3018, a Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over.

## **Minority and Small Business Assurances (HUB Statement)**

It is the intent of this bid and SCCSD to provide maximum practicable opportunities to small businesses, minority firms, women's enterprises and labor surplus area firms.

## **Non-Appropriations**

Any contract entered into by SCCSD resulting from this solicitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year or appropriated period.

## **Non-Collusion**

Bidder certifies by presenting this offer that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. Vendor certifies understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Vendor agrees to abide by all conditions of this solicitation, and certify that the person signing the proposal certification is authorized to offer this proposal for the vendor. Vendor further certifies that the provisions of O. C. G. A. 45-10-20 et seq. have not and will not be violated in any respect.

Bidder certifies that he/she will comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFE Part 3016 and 3019.

### **Procurement**

The procurement is intended to comply with all federal, state and local procurement laws. Federal Procurement Laws and Regulations are contained in 7 CFR Part 3016, 7 CFR Part 3019; 7 CFR Part 210, and 7 CFR Part 250.

### **Prohibition Against Conflicts of Interests, Gratuities and Kickbacks**

"Any employee or any official of SCCSD, elected or appointed, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

### **Proposer Qualification**

Proposers must, upon request of SCCSD, furnish satisfactory evidence of their ability to provide products in accordance with the terms and conditions of these specifications. WCSD reserves the right to make the final determination as to their ability to provide the products requested herein.

### **Retention of and Access to Records**

The bidder agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. SCCSD, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or f is in progress, records shall be maintained until stated matter is closed.

### **Right To Protest**

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to Melinda Marshall, Social Circle City School Nutrition, 147 Alcovia Drive, Social Circle, GA 30025. The protest shall be filed no later than ten (10) days after the award notice and shall include:

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

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Failure to follow proper protest procedures shall render protester's claim null and void.

### **Right to Reject**

SCCSD reserves the right to reject any and all proposals as well as to cancel and reissue the solicitation.

### **Right to Restrict**

SCCSD reserves the right to refuse to allow any vendor to participate in the proposal process if, in its sole judgment, such action is deemed to be in the best interest of SCCSD. SCCSD may choose to, but is not required to provide a reason for such determination.

### **Taxes**

Items purchased under this contract by SCCSD are not subject to State and Federal Taxes. Tax exemption certificates will be furnished upon request.

### **Termination**

Subject to the provisions below, the contract may be terminated for any reason by the school district providing a thirty (30) day advance notice in writing is given to the vendor.

- A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of SCCSD without the required thirty (30) days advanced written notice, then SCCSD may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by the SCCSD for cause, default, or negligence on the part of the vendor, will not allow any termination costs to be assessed to SCCSD. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. Except in dire, extreme circumstances, prior to termination for cause, the following steps will be observed:
  - 1. Contact will be made with vendor's representative/customer service agent via telephone and/or email to alert the vendor of the issue. The vendor will have no more than thirty (30) days to resolve the issue.
  - 2. At the end of thirty (30) days, if the issue still exists, a letter will be mailed to the vendor's bid executive who signed the bid document stating the problem along with a demand for resolution in thirty (30) days or less following the date of the letter.

3. Failure to resolve the problem at the close of the allotted time period will allow SCCSD to call for the contract to be terminated and immediately proceed with securing alternate sourcing for products.

### **Tie Bid Solution**

In the event of a tie bid, the following method will be used to resolve the tie:

- A. Vendors will provide four (4) samples of marketing materials which are readily available to systems at no cost. A panel will blindly rank all marketing materials submitted highest to lowest as far as interest and relatability to customers. The vendor with the highest ranking of marketing materials will be considered the awarded vendor.
- B. Vendors with lowest per unit cost of all non-half-pint items.

### **Type of Contract**

A bottom line cost contract with potential for escalation/de-escalation will be awarded to the successful proposer by SCCSD for the period July 1, 2022, through June 30, 2023, in accordance with the provisions and conditions of this solicitation. This contract includes an escalation/de-escalation clause.

This solicitation includes the provision for contract renewals.

### **Withdrawal or Alteration of Offers**

Offers may be withdrawn following written request on company letterhead prior to the time and date set for submission. Proposals may not be altered, amended, or withdrawn after the submission deadline.

### **Withheld & Non-Applicable Clauses**

Federal entities are required to include the following clauses when construction or inventions are involved; however, those situations do not apply for this bidding instance.

- Copeland “Anti-Kickback Act”
- Contract Work Hours/Safety Standards Act
- Davis Bacon Act
- Rights to Inventions Made Under a Contract or Agreement

## Solicitation Specific Terms and Conditions

### Product Requirements

All milk must be fresh, clean, fluid cow's milk, free from objectionable odors and flavors. Milk products shall contain not less than 8.25% nonfat milk solids and have a specific gravity of 1.028 kg/l at approximately 60°F. All fresh milk furnished must be produced in compliance with the most current conditions, regulations, and requirements of the Georgia Department of Agriculture.

- A. Milk products must be furnished and delivered according to the following requirements:
  - 1. Be Grade "A"
  - 2. Be pasteurized, homogenized., and vitamin D enriched
  - 3. Be delivered in various sizes:
    - a. Flavored milk must be available in half-pint containers
    - b. Unflavored milk must be available in half-pint and gallon containers
    - c. Buttermilk must be available in gallon containers
  - 3. Unflavored and flavored milk products must be available, none of which exceed 1% milkfat
    - a. Strawberry and vanilla may be with either 1% or nonfat
    - b. Chocolate must be available with 1% milkfat
    - c. Unflavored (plain) must be available with 1% milkfat
- B. Juice products must be furnished and delivered according to the following requirements:
  - 1. Must contain 100% fruit juice with no added sweeteners
  - 2. Must be pasteurized and free from pulp
  - 3. No artificial colors are preferred
- C. Beverage products are to be delivered in sturdy plastic crates which are clean and free from dirt, debris, and cleaning agent residue. Cardboard boxes or crates may not be used. No more than fifty (50) half-pint containers or four gallon containers may be loaded to an individual crate.
- D. All beverage products will have an expiration date which is *at least* ten (10) days after delivery. Products which expire prior to use must be picked up at a credit issued.
- E. Half-pint beverages must be packaged in clean, leak-proof, tamper-evident coated paper cartons.
- F. Containers must be treated to kill bacteria while providing adequate protection of contents from contamination.
- G. Containers should provide positive nutrition education messages as well as the required nutrition label printed on each container.

SCCSD reserves the right to sample and test beverage products with a selection of our customers to determine product acceptability.

## **Delivery and Ordering Requirements**

SCCSD requires beverage delivery to all three (3) sites on a semi-weekly basis. Each school manager will place orders as dictated by usage needs at his/her school. Orders will be placed semi-weekly.

SCCSD expects deliveries to fulfill orders accurately and at a 100% fill rate. Repeated instances of less than complete and/or inaccurate deliveries may result in SCCSD deeming the provider non-responsible. Repeated instances of less than complete and/or inaccurate may result in SCCSD terminating the contract.

Failure to provide milk as ordered which results in meals being served without milk or without a variety of milk options will cause SCCSD to deem meals as “non-reimbursable” according to federal guidelines. Any meals deemed non-reimbursable as a result of milk delivery failures must be reimbursed to SCCSD by the vendor. Vendor will be responsible for payment of the missed federal meal reimbursement (based on status), the missed donated foods allocation, as well as any beverage replacements which are served.

SCCSD is open to the concept of key drop deliveries. In the event that the vendor and SCCSD mutually agree to utilize key drops for some or all of the site deliveries, certain conditions must be agreed to and signed, as described in Appendix D.

General delivery requirements include:

- A. Door and walk-in cooler keys and alarm codes will be provided to vendor for kitchen doors.
- B. Delivery person must not prop exterior doors open, this may result in security alarm calls.
- C. Delivery person is responsible for locking walk-in cooler after delivery, ensuring that alarm is set, and back door is closed, latched, and locked prior to leaving the delivery site.
- D. Deliveries must be made to the walk-in cooler. Walk-in cooler door must never be propped open.
- E. Delivery person is responsible for rotating stock in the cooler so that oldest product is on top and will be used first by SNP staff.
- F. Any carts or other key drop deliveries must be returned to the walk-in cooler if they had to be moved for milk delivery to occur.
- G. Delivery person and site manager will coordinate the where orders and invoices shall be left. Invoices must be left on the day of delivery. Failure to leave an invoice will result in SCCSD verifying delivery and any delivery inaccuracies will resolve to what was determined by SCCSD staff.
- H. Vendor must protect keys at all times. Keys should not be labeled in a manner such that if they are misplaced, a stranger could identify school locations. If the vendor loses any door keys, vendor will be responsible for reimbursing SCCSD for the cost of re-keying doors. If the vendor loses walk-in cooler keys, vendor will be responsible for reimbursing SCCSD for the cost of replacement keys.
- I. Excessive security alarm false calls may result in fines assessed to vendor based on fines assessed to SCCSD by local law enforcement agencies.

- J. Half-pint containers must be closely stacked in crate. If damaged, unsealed, or otherwise unusable containers are located, they must be picked up and a credit issued.
- K. Empty crates are to be removed from service locations weekly.
- L. Beverage products which remain in stock on the last day before an extended holiday (once which lasts more than five days) must be picked up and credited by the vendor. Pick up dates/times should be coordinated with the SNP Central Office.

### **Bid Evaluation**

This solicitation will be awarded based on the following criteria:

- A. Vendor with the lowest per unit cost of all half-pint items (add per unit cost of one of each half-pint item to yield a total)
- B. Customer references and technical aspects
- C. Nutritional evaluation of milk and juice items.

### **Delivery Statements/Invoicing**

Deliveries must be accompanied by at least two (2) copies of a delivery invoice. Deliveries which are made without proper invoices may result in payment delay for the month.

Invoices must include, at a minimum, the following items:

- Site at which delivery was made
- Date of delivery/invoice
- All products delivered
- Pack size of products delivered
- Quantities of each product delivered
- Price per unit of each product
- Extended price for each product
- Total cost of the delivery

The vendor's invoice left at the time of delivery shall agree with the amount of product delivered. Daily invoices and credits shall resolve to a monthly statement. Monthly statements shall be submitted to the SNP Central Office no later than the 15<sup>th</sup> of the month following deliveries. Payment shall be made within thirty (30) days following delivery.

### **Marketing Materials**

The awarded vendor must have access to and the ability to provide posters, serving line clings, floor "stickers", hanging attention grabbers, pencils, stickers, etc. that will promote the consumption of milk. Marketing materials must be approved by the Central Office before being sent to school sites (Central Office may be used as the distribution point). Marketing materials should be provided at least quarterly during the school year (approximately August, November, February, and early May).

Current Schools List

Social Circle City Primary  
439 Annie P. Henderson Drive  
Social Circle, GA 30025  
Manager: Sandy McCaleb  
Cell: 770-533-2072  
Director: Melinda Marshall  
Cell: 404-754-1498  
Principal: Darlene Favors  
School: 770-464-1411

Social Circle City Elementary  
240-A W. Hightower Trail  
Social Circle, GA 30025  
Manager: Vicky Guthrie  
Cell: 770-337-2612  
Director: Melinda Marshall  
Cell: 404-754-1498  
Principal: Maria Hargrove  
School: 770-464-2664

Social Circle City Middle/High  
154 Alcova Drive  
Social Circle, GA 30025  
Manager: Jessica McDole  
Cell: 765-617-7641  
Director: Melinda Marshall  
Cell: 404-754-1498  
Principal: Tim Armstrong  
School: 770-464-1932

Appendix B: Schools List/Calendar

**First delivery** **Before or by August 2, 2022**

First day of school August 3, 2022

Labor Day Holiday September 5-6, 2022

Fall break Week of October 10-14, 2022

Thanksgiving week November 21-25, 2022

Christmas break December 19, 2022 through January 3, 2023

Martin Luther King, Jr. holiday January 16, 2023

Winter break February 17 – 21, 2023

Spring Break week April 3 – 7, 2023

Last day of school May 26, 2023

**Appendix C: Proposal Certification/Contract Agreement**

Social Circle City School District  
Dairy and Beverage Bid  
Proposal Certification/Contract Agreement  
School Year 2022-2023

This contract agreement must be completed by the vendor and returned with the submission.

I have, as an authorized representative of this vendor, carefully examined and fully understand the General and Solicitation Specific Terms and Conditions and related documents. By signing below and submitted this proposal, we agree to all terms and conditions by so signing this document.

As part of this submission, pricing reflects delivery to individual schools on a semi-weekly basis.

Signature (authorized company official): \_\_\_\_\_

Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Date \_\_\_\_\_

**Appendix C: Proposal Certification/Contract Agreement**

**Social Circle City School District  
Pricing Submission Form**

Instructions:

Enter your company's name at the top right.

For each item, enter the price per unit, extended to no more than four (4) decimal places. Mark if the product has less than 51% non-domestic ingredients and carry to the Buy American Certification document in order to offer explanation and justification.

Your company is required to offer chocolate milk at 1% milkfat levels.

For flavored vanilla and strawberry, mark the level of milkfat which your company is able to provide.

Your company should be able to provide at least two flavors of 100% juice. Enter the flavors that your company can provide.

Vendor: \_\_\_\_\_

<b>Product Description</b>	<b>Unit</b>	<b>Est Annual Usage</b>	<b>Price/Unit</b>	<b>Non-Dom</b>
Milk, unflavored, 1% milkfat	½ pint	180,000		
Milk, flavored chocolate 1%	½ pint	180,000		
Milk, flavored strawberry <input type="radio"/> 1% milkfat OR <input type="radio"/> non-fat	½ pint	90,500		
Milk, flavored vanilla <input type="radio"/> 1% milkfat OR <input type="radio"/> non-fat	½ pint	90,500		
Milk, unflavored, non-fat	½ pint	10,000		
Juice, 100% fruit juice, flavor 1: _____	½ pint	Combined: 50,000		
Juice, 100% fruit juice, flavor 2: _____	½ pint			
Milk, buttermilk	Gallon	100		
Milk, unflavored, 1% milkfat	Gallon	100		

By signing and dating this document, I confirm that I am authorized to obligate my company to provide the above-listed products at the initial price quoted.

Signature (authorized company official): \_\_\_\_\_

Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Buy American Certification

Suppliers must comply with the Buy American provision for all program purchases and vendors must:

- 1) certify that the products they are offering are domestic, or
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort.

If you do not have a domestic item to provide for any of the line item specifications on this bid, we will entertain a request for exception at the time of bid. Those items must be submitted at the time of the bid using the form below. Each item will be thoughtfully considered.

Requests for items which will be consistently non-domestic, but were not awarded as non-domestic, must be made in writing using this form. Requests should be submitted at least fourteen (14) days prior to the scheduled delivery date.

Specified item	Mark one: "Limited/lack of availability" or "Price"		Substitute item: include item name, vendor # and country of origin	Price of item originally specified	Price of suggested alternate item
	Limited/lack of availability	Price			

Key Drop Delivery Agreement

In order to provide deliveries by means of key drop or unattended deliveries, the following requirements must be met:

1. Products must be kept cold during delivery. Milk products are allowed to be received at no greater than 45°. If milk deliveries arrive and temperatures are greater than 45°, product will be refused and must be replaced in time for when the product was planned for service.
2. Products will remain under the exclusive control of company delivery personnel throughout the entire delivery until departing the facility.
3. Prior to key drop deliveries commencing, a schedule for deliveries will be established which will include schools being serviced by key drop and the approximate delivery window for such deliveries.
4. Any products which do not meet temperature requirements when checked must be replaced prior to meal service.
5. Delivery personnel who will be delivering key drop products must have name and contact information provided to SCCSD prior to deliveries occurring. (This section may be provided following award.)

By signing and dating this document, I confirm that I am authorized to obligate my company to provide key drops which adhere to the above standards.

Signature (authorized company official): \_\_\_\_\_

Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Delivery personnel name: \_\_\_\_\_

Contact information: \_\_\_\_\_

Delivery personnel name: \_\_\_\_\_

Contact information: \_\_\_\_\_

**DEPARTMENT CERTIFICATION**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion - Lower Tier Covered Transaction**

The regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities require this certification. The regulations were published a Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature (authorized company official): \_\_\_\_\_

Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

DUNS number: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix H: Lobbying Disclosure/Instructions**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB 0348-0046

<p><b>1. Type of Federal Action</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material changes</p> <p><b>For Material Change Only:</b>  Year: ____ Quarter: ____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Sub-Awardee  Tier _____,  If known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>  (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services</b> (including address if different than No. 10a) (last name, first name, MI):</p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Tel No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p>Authorized for Local Reproduction  Standard Form – LLL (Rev 7/97)</p>	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE\_90-01".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of individual(s) performing services, and include full address if different than 10(a). Enter Last name, First name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a Collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0348-0046. The time required to complete this information is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**Appendix I: Contractor Affidavit**

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the SCCSD has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User  
Identification Number: \_\_\_\_\_  
  
Date of Authorization: \_\_\_\_\_  
  
Name of Contractor: \_\_\_\_\_  
  
Name of Project: \_\_\_\_\_  
  
Name of Public Employer: \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_(Date)  
in \_\_\_\_\_(city), \_\_\_\_\_(state).  
  
\_\_\_\_\_  
Signature of Authorized Officer or Agent  
  
\_\_\_\_\_  
Printed Name of Authorized Officer or Agent  
  
\_\_\_\_\_  
Printed Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_(Date)  
  
\_\_\_\_\_  
NOTARY PUBLIC (seal)  
  
My Commission Expires: \_\_\_\_\_

**Appendix J: Immigration and Security Form**

Immigration and Security Form

A. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq., contractor must initial one of the sections below:

\_\_\_\_\_ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 100 – 499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor shall use commercially reasonable efforts to include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Firm Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email address \_\_\_\_\_

Contractor Affidavit

**Appendix K: Bidder questionnaire**

Please answer the following questions by marking “yes” or “no”.

	YES	NO
Will your company provide a dedicated customer service representative to work with SCCSD on this account?		
Will your company provide a dedicated bid executive to work with SCCSD on this account?		
Does your company have sufficient warehouse space and delivery trucks to provide semi-weekly deliveries to all three (3) school throughout the school year?		
Does your company utilize third-party HACCP verification/inspection?		
Does your company offer electronic ordering?		
Does your company perform background checks on your delivery personnel who will be in our schools?		
Does your company provide uniforms which readily identify your delivery personnel as company representatives?		
Has your company ever defaulted on a contract with a school system?		
Given the current number of bids under contract by your company, can your company provide the service levels to SCCSD as specified in this solicitation?		

**Appendix L: Bidder Reference Form**

Bidders shall provide references from at least three school systems with whom they are currently under contract. Bidders shall provide the following for each:

**Reference # 1**

School system: \_\_\_\_\_  
Daily point of contact: \_\_\_\_\_  
(this should be someone in School Nutrition,  
not in central purchasing) \_\_\_\_\_  
Telephone number for daily point of contact: \_\_\_\_\_  
\_\_\_\_\_  
Length of time under current contract: \_\_\_\_\_

**Reference # 2**

School system: \_\_\_\_\_  
Daily point of contact: \_\_\_\_\_  
(this should be someone in School Nutrition,  
not in central purchasing) \_\_\_\_\_  
Telephone number for daily point of contact: \_\_\_\_\_  
\_\_\_\_\_  
Length of time under current contract: \_\_\_\_\_

**Reference # 3**

School system: \_\_\_\_\_  
Daily point of contact: \_\_\_\_\_  
(this should be someone in School Nutrition,  
not in central purchasing) \_\_\_\_\_  
Telephone number for daily point of contact: \_\_\_\_\_  
\_\_\_\_\_  
Length of time under current contract: \_\_\_\_\_