

Dougherty County Board of Education  
School Nutrition Program

**INVITATION FOR BID**

**Solicitation ID: 013-SNS-2021**  
**Food Groceries**

Issued on: June 9, 2020

Bid Due Date: June 30, 2020

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.

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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 RFQ.

**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.

**Request for Quotation (RFQ)** - 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 RFQ is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The RFQ 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

## SECTION 1

### Bid Invitation

The Dougherty Board of Education School Nutrition Program (Board/SNP) is requesting sealed bids for **Food Groceries**. Bids are due by and will be opened at 10:00Am on June 30, 2020 live via Zoom.

Submission Options:

1. Bids may be mailed or hand-delivered to the Dougherty County School System Logistical Services department - 601 Flint Avenue, Albany, Georgia 31701. Bids must be enclosed in a sealed envelope and marked “**013-SNS-2021 RFQ for Food Groceries**”.
2. Bids may be submitted electronically through our Public Portal. Please follow the instructions below:

**Prepare your submission materials:  
Requested Information**

Name	Type	# Files	Requirement
Vendor Contact Information (pg 6)	File Type: PDF (.pdf)	Multiple	Required
Signed Contract Terms	File Type: PDF (.pdf)	Multiple	Required
Vendor Bid Form	File Type: PDF (.pdf)	Multiple	Required
Lobbying Disclosure	File Type: PDF (.pdf)	Multiple	Required
Statement of Assurance	File Type: PDF (.pdf)	Multiple	Required
Debarment Certification	File Type: PDF (.pdf)	Multiple	Required
Reference Form	File Type: PDF (.pdf)	Multiple	Required
Quote Form	File Type: PDF (.pdf)	Multiple	Required

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://docoschools.bonfirehub.com/opportunities/28324>

The Q&A period for this opportunity starts Jun 09, 2020 2:30 PM EDT. The Q&A period for this opportunity ends Jun 19, 2020 10:00 AM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 30, 2020 10:00 AM EDT**. We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

Dougherty County Schools uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**Please note that if you submit an electronic bid, it is not necessary to deliver a copy to our office.**

Questions regarding this Invitation for Bid shall be directed to Ms. Sharonda Thompson, Director of Logistical Services via email – [Sharonda.thompson@docoschools.org](mailto:Sharonda.thompson@docoschools.org). **You must include the subject “Q&A for PUR-542-1920”.**

Bidders may download solicitations by going to the following web site:  
<https://www.docoschools.org/Page/102>

## **I. INTENT**

- a) It shall be the intent and purpose of this Request for Quotation (RFQ) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver food groceries to the Dougherty County Board of Education through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items outlined in the bid specifications (see Attachment A). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, this RFQ, 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 official award of this RFQ, shall commence on July 1, 2020 (or date vendor is notified in writing, whichever later) and shall terminate on June 30, 2021.
- b) **Renewal Option** - This contract may be renewed for up to (2) two one-year terms with the same terms and conditions by mutual agreement of both parties in written form.

## **III. BID SUBMISSION AND OPENING 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 RFQ 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, **“013-SNS-2021 Food Groceries”**.
- b) Bids must be received by the Board/SNP no later than June 30, 2020 @ 10:00am.
- 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. It is the bidder’s responsibility to ensure their proposal is delivered on time and to keep up with tracking information. **Do not make any school district personnel the contact person for receiving tracking alerts on your mailing.**

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 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.

The Board/SNP has the right to waive any and all informalities.

Out of an abundance of caution associated with COVID19, our office is closed to the public. The bid opening will be streamed on the Zoom platform on June 30, 2020 @ 10:00 am. Please follow the URL below to join the meeting or copy and paste it into your browser.

<https://zoom.us/j/8995235446>

Meeting ID: 8995235446

Meeting Password: 652309

### **IMPORTANT DATES**

Bid Issue Date	June 9, 2020
Q&A Deadline	June 19, 2020 @ 10:00am
Deadline for submitting bids	June 30, 2020 @ 10:00am

### **IV. AWARD DETERMINATION STATEMENT**

- a) This RFQ will 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 RFQ is contingent upon available budget funds and approval of the Dougherty County Board 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 RFQ, 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 formed from: (a) the RFQ and addenda, (b) the selected bid response to the RFQ 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.

### **V. SYSTEM CONTACT INFORMATION**

- a) This RFQ is issued by Dougherty County Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this RFQ should be directed in writing to:

Ms. Sharonda Thompson, Director  
DCSS Logistical Services  
601 Flint Avenue  
Albany, Georgia 31701

[Sharonda.thompson@docoschools.org](mailto:Sharonda.thompson@docoschools.org)

- b) Responses to inquiries that affect the content of this RFQ will be provided in writing. It is the responsibility of each Bidder to inquire about any aspect of the RFQ that is not fully understood or is believed to be susceptible to more than one interpretation. Any information given to a prospective Bidder concerning an RFQ will be furnished to all prospective Bidders as an Addendum to the RFQ, if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VI. VENDOR CONTACT INFORMATION**

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



## SECTION 2

### Standard Term and Conditions

*This contract between the Dougherty County Board 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 C.

**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 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.

**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 Dougherty County Board 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 Dougherty County Board 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 Dougherty County Board 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 Dougherty County Board 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**

### **Filing Formal Protests**

- i. Protests that concern a recommended award must be filed no later than ten (10) calendar days following the issuance of the notice of the recommendation.
- ii. Protests based on, pertaining to, or arising out of events or facts arising during the solicitation process, including but not limited to specifications, must be filed no later than two (2) business days prior to the public bid closing or proposal due date.
- iii. Vendors who do not submit a timely proposal may not protest the contract award.
- iv. A protest is deemed filed when it is in writing, is signed by a company officer authorized to sign contracts on behalf of the bidder/proposer, and on the date that it is received by the Dougherty County School System Purchasing Department. Protests sent by mail, fax or email will be accepted.

**Mail: Dougherty County School System  
Sharonda Thompson, Director of Logistical Services  
601 Flint Avenue  
Albany, GA 31701  
Fax: 229-431-1814  
Email: [sharonda.thompson@docoschools.org](mailto:sharonda.thompson@docoschools.org)**

- v. If a bidder/proposer fails to file a protest by the time required, the DCSS may, at its discretion, deem the failure to file as a waiver with prejudice of any grounds the bidder/proposer may have for a protest.
- vi. The DCSS may, at its discretion, deem issues not raised in the initial protest as waived with prejudice by the Protestor.

### **Form of Protest**

At a minimum, the protest must include the following:

- i. The name and address of the Protestor (signed by a company officer authorized to contract on behalf of the vendor).
- ii. Appropriate identification of the solicitation, to include Bid/RFP number, and, if a contract has been awarded, its number.
- iii. A statement of reasons for the protest.
- iv. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.
- v. The relief sought.

### **Stay of Procurement during Formal Protests for Solicitations \$15,000 or more**

- i. When a protest pertaining to events or facts arising during the solicitation process, such as protests concerning specifications and evaluation criteria, has been timely filed, no award of a contract shall be made until a final decision has been issued, unless the Superintendent makes a written determination that the award of the contract without delay is recommended in the best interests of the school district.
- ii. When a protest has been filed within ten (10) calendar days following the issuance of a recommended award, the Superintendent shall determine if performance of the contract without delay is recommended to protect the interests of the school district. If it is determined that it is recommended to proceed with the issuance of the contract and contract performance without delay, the bidder/proposer may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of the paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

### **Decision by DCSS Superintendent**

The DCSS Superintendent shall make a decision on the protest as expeditiously as possible, after receiving all relevant requested information. If the protest is sustained, the available remedies include:

- i. If a protest is sustained prior to the bid closing or proposal due date, the remedy is modification of the solicitation document, including but not limited to specifications, terms and conditions and evaluation criteria; and extension of the opening date if appropriate.
- ii. If a protest is sustained after the relevant bid has been awarded, the remedies include, but are not limited to, suspension or cancellation of the award, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation document.

### **Costs**

In no event shall a Protestor be entitled to recover any costs incurred in connection with the filing of a Protest, including bid/proposal preparation costs or attorneys' fees.

### **Request for Formal Review and Time for Filing**

If a Protestor disagrees with the decision of the Superintendent, the Protestor must request a formal review of the decision by the School Board within three (3) business days of the date of the Superintendent's decision. Such a request must be mailed to Superintendent's Office at 200 Pine Avenue, Albany, GA 31702 and will be deemed filed upon receipt by the Superintendent's Office. The request for formal review shall meet all the requirements for a Protest and shall also contain a detailed statement of the factual, legal and other grounds upon which reversal or

modification is deemed warranted, specifying any errors in the Superintendent's decision. The School Board may, in its sole discretion, allow the Protestor to make an oral presentation, and may solicit, at its discretion, whatever other information it deems appropriate. However, issues not raised in the initial protest may at the discretion of the School Board be deemed waived with prejudice by the Protestor. Protestor will receive notice of the Board's decision in a reasonable time.

#### **Final Decision**

The decision of the Dougherty County School System is final.

### **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), please review the following Dougherty County School Policy GAGC relating to employee code of conduct:

It is the policy of the Dougherty County Board of Education and the Dougherty County School System to encourage its employees, community members and others to disclose activities that are illegal, or improper, or otherwise detrimental to the school system and/or its students, staff and personnel, and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or other persons who disclose such activities, and to protect those who come forward to report such activities.

If an employee or other person suspects another of engaging in illegal acts or in conduct involving the misuse, misapplication, or appropriation to non-school purposes, or other improper conduct which would reflect adversely on the school system or its personnel, he or she may report such conduct, anonymously if desired, and the reporting individual will be protected against any form of harassment, intimidation, discrimination, or retaliation for making such a report in good faith.

Reports shall be made in writing to the Superintendent, who shall promptly conduct an investigation into the matters reported, keeping the informant's identity, if known, confidential to the extent permitted by law, and to the extent consistent with the obligation to conduct a full and fair investigation. Within a reasonable time, but not more than thirty days after receipt of the report, the Superintendent shall complete the investigation and shall make a written report of his or her findings, with recommendations, if appropriate, as to what action, if any, needs to be taken, and by whom. Such report shall be delivered to the Dougherty County Board of Education, with a copy to the Superintendent.

An individual who has made such a report, and who subsequently believes that he or she has been or is being subjected to acts, attempted acts, or threats of interference, reprisal, retaliation, coercion, or intimidation of any kind is directed to report immediately such conduct to the Superintendent, who shall investigate the complaints in a manner intended to protect confidentiality of all persons, to the extent practicable consistent with a full and fair investigation. The Superintendent shall complete the investigation as quickly as possible, but in any event not more than thirty days, and shall file a written report of his or her findings, with recommendations, if appropriate, as to what action if any needs to be taken. Such report shall be delivered to the Dougherty County Board of Education, with a copy to the Superintendent.

The school district and the Board strongly disapprove of and will not tolerate any form of intimidation or retaliation or other conduct designed to suppress or discourage reports of wrongdoing. Any employee who engages in such conduct will be subject to discipline, including termination, subject to the policies of the system respecting disciplinary procedures.

#### **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. FOOD RELATED TERMS AND CONDITIONS**

**Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

**Net container quantity:** The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

**Product protection guarantees:** School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.



**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.

**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.

**Standards of identity:** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

**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.

**Drained weights:** Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

**Substitutions:** If a contractor is temporarily out of stock of a particular item, the contractor shall notify the district immediately. 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.

## **II. 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 and based on the U.S. Department of Labor-Bureau of Labor statistics Southeast BLS region not seasonally adjusted consumer price index percentage. Dougherty County School System will consider individual product price changes as part of an extension agreement. Product price changes may not exceed the change annual average for the previous 12 months.
- 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 Attachment D.
- d) Prices will not include Federal Excise Tax or State Sales Tax. The Dougherty County School System is a tax-exempt entity.
- 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.

## **I. METHOD OF SHIPMENT/DELIVERY**

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays.
- b) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment D.
- c) 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.
- d) Delivery schedules that fall on a holiday will be made the following business day.
- e) Delivery of product must be made in a well-maintained refrigerated truck. 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.

## **II. EVALUATION FACTORS**

- a) Bids will be evaluated in accordance with the required specifications as listed in this RFQ. 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 RFQ or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

### **III. 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 by the Q&A deadline. The school district will respond to material questions in the form of an addendum issued to all potential bidders. All efforts will be made to provide any required addenda on the DCSS web site located at [www.docoschools.org](http://www.docoschools.org), at least five days prior to bid opening. However, in some rare cases it may be necessary to issue an addendum as late as the bid opening date. It is a vendor's responsibility to monitor the Dougherty County School Purchasing Department web site for addenda to solicitations, to incorporate the necessary actions into their proposal, and to acknowledge in their submission the receipt of addenda. DCSS shall bear neither responsibility nor obligation for bidders' failure to take into account a posted addendum. A proposal submitted without taking into account addenda that have been issued may be rejected as non-responsive. Should a question arise which requires clarification during this time period, the date and time of bid opening may 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 other requirements hereof. 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 RFQ 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.
- g) **Bid Copies** – Bidder should supply one original document and one copy (also in print) unless submitting electronically.
- h) **Deliveries** - DCSS Nutrition Department has 24 sites that will be submitting weekly orders for 40 weeks. **Direct-to-site deliveries are expected.**
- i) **Fuel Surcharge** - This contract does not allow for a Fuel Surcharge. All cost for product and delivery must be included in the item price quote.

**IV. ORDERING INFORMATION**

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable product. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable product shall 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.

**V. 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.

**VI. 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.

**VII. 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 RFQ.

**VIII. 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, 2018.
- b) The Contractor must comply with the time of performance.

**IX. 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.

## **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.

### **X. PRE-BID CONFERENCE**

If a pre-bid conference has been scheduled under this solicitation, the date, time, and location of it appear in the section for important dates of this solicitation document. An offeror should raise any questions about the solicitation or procurement at that time. An offeror 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.

### **XI. 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.

### **XII. WAIVER AND REJECTION RIGHTS**

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

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

### **XIII. 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.

## **SECTION 4 CONTRACT TERMS AND SIGNATURES**

This agreement, dated \_\_\_\_\_, is made by and between the Dougherty County Board 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, agree as follows:

### **ARTICLE 1. PRODUCTS**

Contractor shall supply food groceries to the Board/SNP's schools as specified or indicated in the RFQ 013-SNS-2021, and all accompanying attachments and addenda.

### **ARTICLE 2. CONTRACT TIME**

Deliveries shall be in accordance with this Agreement, and are to be completed as specified in the RFQ.

### **ARTICLE 3. CONTRACT PRICE**

Board/SNP shall pay Contractor for delivery of food groceries in accordance with Contractor's bid, which is attached hereto. 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:

Dougherty County Board of Education  
Attn: School Nutrition Director  
P O Box 3170  
Albany, Georgia 31706

### **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 (in addition to any subsequently issued addenda):

- Bid Invitation
- Standard Terms and Conditions
- Special Terms and Conditions
- Contract Terms and Signatures
- Attachment A – Bid Specifications
- Attachment B – Vendor Bid Form
- Attachment C – Lobbying Certificate Disclosure
- Attachment D – Site/Contact List
- Attachment E – Statement of Assurance
- Attachment F—Debarment Form

Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

## **ARTICLE 7. SYSTEM FOR AWARDS MANAGEMENT**

Vendor is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

Vendor shall enter, in the block with its name and address on the vendor information page, the annotation “Unique Entity Identifier” (CAGE code or DUNS number). The unique entity identifier will be used by the Contracting Officer to verify that the Vendor is registered in the SAM.

If the Vendor does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Vendor should be prepared to provide the following information:

1. Company legal business name.
2. Trade style, doing business, or other name by which your entity is commonly recognized.
3. Company physical street address, city, state, and Zip Code.
4. Company mailing address, city, state and Zip Code (if separate from physical).
5. Company telephone number.
6. Date the company was started.
7. Number of employees at your location.
8. Chief executive officer/key manager.
9. Line of business (industry).
10. Company headquarters name and address (reporting relationship within your entity).

Processing time should be taken into consideration when registering. Vendors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

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 \_\_\_\_\_, 2020

**Dougherty County 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

**BID SPECIFICATIONS  
(SEE EXHIBIT 1)**



**ATTACHMENT B**

**VENDOR BID FORM**

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this RFQ. 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: Dougherty County Board of Education  
Logistical Services  
601 Flint Avenue  
Albany, Georgia 31701

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 must be submitted in writing and are to be directed to:*

Sharonda Thompson, Director – Logistical Services

[Sharonda.thompson@docoschools.org](mailto:Sharonda.thompson@docoschools.org)

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda (please check all that apply):

Addendum 1 \_\_\_      Addendum 2 \_\_\_      Addendum 3 \_\_\_      Addendum 4 \_\_\_

Checklist for Bidder:

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

- \_\_\_ Vendor Information Form
- \_\_\_ Lobbying Certificate
- \_\_\_ Vendor Bid Form
- \_\_\_ Contract Signature Page
- \_\_\_ DJEA Policy/ Statement of Assurance
- \_\_\_ Debarment Form
- \_\_\_ References

**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 RFQ for food groceries and that this Bid response is submitted in accordance with the RFFQ requirements.

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

Federal ID#1: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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.

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 D**

**DOUGHERTY COUNTY SCHOOL NUTRITION MANAGERS 20-21**

<b>SITE SUPERVISOR</b>	<b>SCHOOL</b>	<b>SCHOOL ADDRESS</b>	<b>PHONE</b>
<b>HIGH SCHOOLS</b>			
Markieth Paramore Sherida Bishop (Interim)	Dougherty High	1800 Pearce Avenue, Albany, 31705	431-1304
Brad Patterson	Monroe High	900 Lippitt Dr., Albany, 31701	431-1308
Lashonna Mathis	Westover High	2600 Partridge Lane, Albany, 31707	431-1311
<b>MIDDLE SCHOOLS</b>			
Mary Perkins	Albany Middle	1700 Cordell Road, Albany, 31705	431-3327
TBA	Merry Acres Middle	1601 Florence Ave., Albany, 31707	431-3341
Shauntay Thomas	Radium Springs Middle	2600 Radium Springs Rd., Albany, 31705	431-3350
Margie Wells	Robert Cross Middle	324 Lockett Station Rd., Albany 31721	431-3363
<b>ELEMENTARY SCHOOLS</b>			
Janet Lewis	Alice Coachman Elem.	1425 W.Oakridge Dr., Albany, 31707	431-3494
Jasmine Taylor (Interim)	Inter. Studies Magnet	2237 Cutts Drive, Albany, 31705	431-3385
Janice Bogans	Robert H. Harvey	1305 E. Second Ave., Albany, 31705	431-3368
Wanda Carroll	Lake Park Elem.	605 Meadowlark Dr., Albany, 31707	431-3371
Sabrina Johnson	Lamar Reese Elem.	1215 Lily Pond Rd., Albany, 31707	438-3501
Dorothy Mingo	Lincoln Heights Elem.	518 Society Ave., Albany, 31701	431-3375
Afrika Johns	Live Oak Elem.	4529 Gillionville Rd. Albany, 31721	483-6384
Tiffany King	Martin Luther King Elem.	3125 M.L.King Jr. Dr., Albany, 31701	438-3508
Jerry Mimbs	Magnolia Pre- K	1700 Samford Ave. Albany 31707	431-1818
Deborah Quimby	Morningside Elem.	120 Sunset Lane, Albany, 31705	431-3388
Sonya Moses	Northside Elem.	901 Fourteenth Ave., Albany, 31701	431-3391
Theresa Tomblin	Radium Springs. Elem.	2400 Roxanna Road, Albany, 31705	431-3396
Kim Mitchell	Sherwood Elem.	2200 Barnesdale Way, Albany, 31707	431-3398
Mynitha Thomas (Interim)	Turner Elem.	2001 Leonard Ave., Albany, 31705	431-3407
Cynthia Anderson	West Town Elem.	1113 University Ave., Albany, 31707	431-3410
<b>CENTRAL OFFICE STAFF</b>			
School Nutrition Director	Mr. Blaine Allen		431-1818
School Nutrition District Manager	Mr. Ron Bell		431-1818
School Nutrition District Manager	Ms. Mary Lewis		431-1818
School Nutrition Administrative Coordinator	Ms. Terressa Fields		431-1818
School Nutrition IT Specialist	Mr. Randy Tester		431-1818

**ATTACHMENT E**

**DJEA POLICY AND STATEMENT OF ASSURANCE**

**DOUGHERTY COUNTY SCHOOL SYSTEM  
PURCHASING DEPARTMENT  
601 FLINT AVE.  
P. O. BOX 1470  
ALBANY, GA 31702-1470**

**(229) 431-1270**

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**TO:** Bidders  
**FROM:** Sharonda Thompson, Director of Logistical Services  
**SUBJECT:** Attached "DJEA POLICY" and "STATEMENT OF ASSURANCE"

The Dougherty County Board of Education has adopted a policy of Equal Opportunity for Competitively Bid Purchases, including Construction. Attached is a copy of this DJEA Policy.

Prior to award of any bid, vendors/contractors MUST provide assurance that their business will be conducted in accordance with this nondiscrimination policy. Attached is a "Statement of Assurance" form, which MUST be signed and returned with your Bid.

Please note: FAILURE TO RETURN THE COMPLETED "STATEMENT OF ASSURANCE" MAY CONSTITUTE REJECTION OF YOUR BID. If you have questions regarding this requirement, please contact me at 229-431-1270.

## **EQUAL OPPORTUNITY FOR COMPETITIVELY BID PURCHASES, INCLUDING CONSTRUCTION**

1. It shall be the policy of the Dougherty County Board of Education to promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, handicap, or national origin, employed by or seeking employment with vendors and/or contractors doing business with the Board. As a condition of doing business with the Board, each vendor and/or contractor shall furnish assurance that its business will be operated in accordance with the policy attached hereto and identified as Competitively Bid Contracts, Policy DJEA.
2. The following equal opportunity clause shall be deemed incorporated into every contract and agreement between the Board and any of its vendors and/or contractors:

The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/ contractor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training.

In the event of the vendor/contractors noncompliance with the nondiscrimination policy of the Board, any contract or purchase order may be canceled, terminated, or suspended, in whole or in part, and the vendor/contractor may be declared ineligible to transact further business with the Board.

3. All vendors and persons desiring to transact business with the Board are to provide assurance that their business will be conducted in accordance with this nondiscrimination policy and those vendors and/or contractors agree to and shall abide by the equal opportunity clause set forth in this policy.
4. It is the further policy of the Board to insure equal opportunity for minority/women owned businesses and minority/women professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

**DOUGHERTY COUNTY SCHOOL SYSTEM  
COMPETITIVELY BID CONTRACTS  
POLICY DJEA  
STATEMENT OF ASSURANCE**

The undersigned Vendor/Contractor provides this Statement of Assurance to the Dougherty County School System wherein the undersigned acknowledges receipt and awareness of the above-captioned policy and agrees to observe and be bound by all applicable provisions contained therein. The undersigned submits this Statement of Assurance understanding that a failure to submit said Statement of Assurance may constitute a basis for rejecting the undersigned bid.

This \_\_\_\_ day of \_\_\_\_\_, 2020

VENDOR/CONTRACTOR

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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**Certification regarding Debarment and Suspension**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017-510. Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, PLEASE READ INSTRUCTION ON NEXT PAGE)**

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

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(Organization Name)

PR/Award # or Project Name

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Name(s) and Title(s) or Authorized Representatives

---

Signature(s)

Date

Form AD-100-18(1/92)



### **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediately written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Document, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-10-18(1/92)

**DOUGHERTY COUNTY SCHOOL SYSTEM  
REFERENCE SHEET  
(Please list businesses to whom you provide similar services.)**

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

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_