

Gainesville City Board of Education

School Nutrition Program
508 Oak Street
Gainesville, GA 30501



Invitation for bid Uniforms

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov

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DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.
- c) **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.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - Agreement between the School Nutrition Department 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.
- f) **Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- g) **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.
- h) **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.
- i) **Solicitation** - A document used by the School Nutrition Department 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.
- j) **NSLP** - National School Lunch Program
- k) **SBP** - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Georgia Education Cooperative (GEC) Chair for the uniform bid, School Nutrition Director, Penny Fowler is requesting sealed bids for uniforms. Bids are due by ***Tuesday May 30, 2017 @ 10:00 a.m.*** Bids will be opened at ***Gainesville City Schools, School Nutrition Office at 10:00 a.m.*** Facsimiles will not be accepted. The electronic copy of the bid (attached) is requested in order to approve bids quickly, please e-mail penny.fowler@gcssk12.net on or before ***May 30, 2017 by 10:00 a.m.***

Questions regarding this Invitation for Bid for uniforms shall be directed to School Nutrition Director, Penny Fowler 770-536-5275 extension 5115.

I. INTENT

- a) It shall be the intent and purpose of this (IFB) to cover the terms and conditions under which a successful bidder shall be responsible to supply and deliver Uniform Items to the following school districts. Gainesville City Schools is the bid administrator and participate.
- b) The School Nutrition Department is seeking to identify and select one (1) to provide the items as listed in the attached Uniform list (Attachment B). The selected vendor shall provide products in accordance with the Standard Terms and Conditions, Special Instructions and the IFB.
- c) The School Nutrition Department 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 School Nutrition Department.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2017, and terminate on June 30, 2018.
- b) **Renewal Option** – This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties.

BID SUBMISSION PROCEDURES

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

- a) Bids mailed must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Uniforms.”** If sending an electronic copy send to penny.fowler@gcssk12.net no later than 10:00 a.m. May 30, 2017.

Mail bids to:

Penny Fowler, Director, School Nutrition
 508 Oak Street
 Gainesville, GA 30501

- b) Bids must be received by the School Nutrition Department no later than May 30, 2017 at 10:00 a.m.
- c) Late bids will not be accepted. The School Nutrition Department shall not be responsible for late receipt of bids.
- d) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the bidder, in the School Nutrition Department sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the School Nutrition Department.
- e) The School Nutrition Department has the right to waive any and all informalities.

III. BID OPENING DATE

Issue Date	May 5, 2017 @ 2:00 p.m.
Final Date for written questions	May 22, 2017 @ 4:00 p.m.
Deadline for submitting bids	May 30, 2017 @ 10:00 a.m.

IV. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Gainesville City Board of Education.
- c) The School Nutrition Department will award the contract to the lowest responsive and responsible bidder meeting all terms, conditions, and specifications of the IFB, no more than (30) thirty days following the bid opening. Submitted bids shall remain valid during this sixty-day period. The School Nutrition Program 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 School Nutrition Director 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 School Nutrition Department shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the bidder and any attachments thereto, and (c) all written communications between the

School Nutrition Department 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 IFB is issued by Gainesville City Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Penny Fowler
Gainesville City Schools
508 Oak Street
Gainesville, GA 30501

School Systems participating in the GEC (Georgia Education Co-op) listed on attachment F is approved to be on this bid for SY17. Awarded vendor will work with each district on uniform items to be ordered, digitizing and embroidery as needed as well as pricing. At present the GEC consists of 41 Districts with the possibility of additional growth. The GEC is not liable for any costs incurred by respective vendors in responding to this request for bid quotation.

On-Site (at their district) fitting may be required for some school systems at no additional charge.

Items must be packaged by individual and then by school to ease distribution for each system.

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The School Nutrition Department will accept only written inquiries regarding this IFB until May 22, 2017, 4:00 p.m. in order for a reply to reach all bidders before the bid closes. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

SECTION 2 STANDARD TERMS AND CONDITIONS

The contract between the Gainesville City 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

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

II. DEBARMENT AND SUSPENSION VERIFICATION

By signing the Vendor Bid Form, Attachment C, Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the Board/SNP or as defined in the Federal Acquisition Regulation 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

The buy American Act is not required for non-food purchases, but is referenced. American made goods are preferred when pricing is competitive.

IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

a) **Termination** -The Gainesville City 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 School Nutrition Department 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 School Nutrition Department 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

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

VI. 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.

VII. ENERGY POLICY AND CONSERVATION ACT

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

X. RECORD RETENTION AND ACCESS

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 School Nutrition Program bid participants 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 SFA, 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 SFA reserve 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

a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent, as the acting protest official of the Gainesville City Board of Education, School Nutrition Program at 508 Oak Street, Gainesville, GA 30501. The protest shall be filed no later than ten (10) days from 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 number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested.

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

c) The Gainesville City Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

We certify that by signing the bid submittal it 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. We understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid, and certify that we are authorized to sign this bid for the bidder per O.C.G.A.50-5-67. We 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.

Gainesville City Board of Education Code of Conduct:

2017-2018

CODE OF CONDUCT

Gainesville City Schools

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Food and Nutrition Program Funds. No employee, officer or agent of the GAINESVILLE CITY BOARD OF EDUCATION shall participate in selection or in the award or administration of a contract supported by Program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when any of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner;
- d. An organization which employs or is about to employ any of the above.

The GAINESVILLE CITY BOARD OF EDUCATION employees, agents or officers shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements. The purchase during the school day of any food or service from a contractor for individual use is prohibited. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the GAINESVILLE CITY BOARD OF EDUCATION and the outside agency. Individual sales by any school person to an outside agency or other school person is prohibited. Failure of any employee to abide by the above stated code could result in a fine, or suspension, or both, or dismissal. Interpretation of the code will be given at any time by contacting the SCHOOL FOOD NUTRITION DIRECTOR at 770-536-5275.

The GAINESVILLE CITY BOARD OF EDUCATION will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

IV. 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 nor 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 INSTRUCTIONS

I. METHOD OF PAYMENT and PRICING INFORMATION

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

The awarded vendor will be allowed a one-time price increase annually when the option for a contract extension has been accepted by both parties. Vendor must submit proposed prices at least thirty (30) days prior to the beginning of the new contract year. Price increases must be supported by third party documentation.

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

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

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The School Nutrition Department 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 School Nutrition Department. 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.

II. Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. School of delivery.
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

Monthly statements will be broken down by school invoice and mailed to the participating systems, See attachment G.

III. 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 orders are to be delivered on *Date determined by participating School System.*

c) Delivery schedules that fall on a holiday will be made the following business day.

e) 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.

IV. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the School Nutrition Department'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 School Nutrition Department's opinion, the best overall solution to meet the School Nutrition Department's specifications.

b) The School Nutrition Department's reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the School Nutrition Department's.

V. SUBSTITUTION CLAUSE

Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have been made with the Director of Nutrition. Substitutions may be made only with prior approval of the Director of Nutrition. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost unit as the original awarded item.

VI. 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 School Nutrition Department's 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 Department's before the bid close date. Bidders may resubmit bids provided it is prior to the scheduled bid close date.

c) **Addenda** - Any explanation desired by a bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than May 22, 2017. Answers to questions or acceptance of requested changes to IFB requirements will be provided in an addendum to the IFB, notice of the issuance of the addendum will be given to all parties recorded by the School Nutrition Department as having received the IFB documents from the School Nutrition Department. Receipt of the addendum should be acknowledged in the bid. Although the School Nutrition Department will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure all applicable addenda prior to bid submittal.

d) Bid examination –

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids –

i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.

ii) The School Nutrition Department's reserves the right to waive a bid's minor irregularities if rectified by bidder within three business days of the School Nutrition Department's issuance of a written notice of such irregularities.

iii) The School Nutrition Department's reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

iv) Issuance of this IFB in no way constitutes a commitment by the School Nutrition Department's to award a contract. The School Nutrition Department's reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the School Nutrition Department's.

v) Any bidder who has demonstrated poor performance during a current or previous agreement with the School Nutrition Department's may be considered a non-responsible bidder and their bid may be rejected. The School Nutrition Department's reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The School Nutrition Department's 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 School Nutrition Department's.

VII. ORDERING INFORMATION

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable uniform items. All such transactions are to be worked out with each participant. Replacement of damaged or unacceptable uniform items will be made no later than 30 days.

b) **Inspection** - Upon delivery of product, the items will be inspected, 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 30 days.

c) **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 School Nutrition Department be responsible for ordering/paying for the resulting difference.

VIII. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the School Nutrition Department’s 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.

IX. ASSIGNMENT

The vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the School Nutrition Department’s, 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 School Nutrition Department’s.

X. INDEPENDENT CONTRACTOR AND INDEMNITY

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

XI. 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, 2017.**

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

XII. FORCE MAJEURE

If the School Nutrition Department, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the School Nutrition Department's reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Department's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

XIII. EXCEPTIONS

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

XIV. WARRANTY

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

XV. GIFTS AND GRATUITIES

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

XVI. 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.

XVII. 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.

XVIII. WAIVER AND REJECTION RIGHTS

Notwithstanding any other provisions of the solicitation, the School Nutrition Department reserves the right to:

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

**SECTION 4
ATTACHMENT A**

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Gainesville City Board of Education, School Nutrition Department, (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

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

ARTICLE 1. PRODUCTS

CONTRACTOR shall supply and deliver Uniform Items to the Board/SNP's schools and participating GEC School Districts.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

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

ARTICLE 4. INVOICE PROCEDURES

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

Gainesville City School Nutrition Department
Attention: Maria Rodriguez
508 Oak Street
Gainesville, GA 30501

OR ADDRESS OF PARTICIPATING GEC SCHOOL DISTRICTS PROVIDED IN ATTACHMENT F.

ARTICLE 5. CONTRACTOR’S REPRESENTATIONS

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Instructions
- Attachment A- Contract Signature Page
- Attachment B- Uniform Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E- E-Verify
- Attachment F- Department Certification
- Attachment G- Participating School Districts

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

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

This Agreement will be effective _____, 2017

_____ Signature of Nutrition Director

_____ Name of Nutrition Director

_____ Bidder's Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

ATTACHMENT B

Uniform Specifications

Note: For the total, please provide one of each scrub top and bottom on the bid including the plus sizes in the pricing. This will be the total amount for the bid.

ATTACHMENT C
VENDOR BID FORM

Notice to Bidders:

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

This Bid is submitted to: Gainesville City School Nutrition Department
508 Oak Street
Gainesville, GA 30501

This Bid is submitted on this date: May 5, 2017, 2:00 p.m.

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

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

Contact Name/Title: Penny Fowler, Director School Nutrition
Contact Telephone: 770-536-5275 extension 5115
Contact Email: penny.fowler@gcssk12.net

Checklist for Bidder:

The following documents are attached to and made part of the Bid:

- Lobbying Certificate
- Uniform Specifications
- Vendor Bid Form
- Contract Signature Page
- E- Verify
- Debarment Certification

Bid Pricing:

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

Total Bid Price: \$ _____

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

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

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature: _____

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature: _____

Witness's Name: _____

Witness's Title: _____

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

ATTACHMENT D - LOBBYING FORM & DISCLOSURE
UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E

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 Gainesville City Schools 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 Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 20____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT F

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:

ATTACHMENT G

GEC Uniform Participating Districts 2017-2018

Peggy Ingram

Lumpkin County Schools
56 Indian Drive, Dahlonega, GA 30533
706-864-3611

Michelle Stephens

Hart County Schools
P.O.B 696/284 Campbell Drive
Hartwell, GA 30643
706-856-7294

Debra Morris

Jackson County Schools
1660 Winder Highway, Jefferson, GA 30549
706-367-5151

Melanie Jenkins

Oglethorpe County Schools
749 Athens Rd Lexington, GA 30648
706-743-8906

Margaret McKinney

Social Circle City Schools
147 Alcova Drive, Social Circle, GA 30025
770-464-4833

Kimberly McBurnett

Gilmer County Charter Schools
134 Industrial Blvd.
Ellijay, Georgia 30540
706-276-5000

Penny Fowler

Gainesville City School System
508 Oak Street
Gainesville, GA 30501
770-536-5275 extension: 5115

Susan E. Elsner

Walton County Schools
1820 Hwy 11, Monroe GA 30656
770-266-4430

Karen Davis

Bremen City Schools
504 Laurel Street Bremen, GA 30110
770-375-9765

Rebecca Davis

Wilkes County Schools
313 A North Alexander Avenue
Washington, Georgia 30673
706-678-7030

Beth Thompson

Pickens County Schools
100 D.B. Carroll St, Jasper, GA 30143
706-253-1700 Ext. 322

Kim Caudell

Stephens County Schools
91 Big A School Road Toccoa, GA 30577
706- 297-7052

Kim Johnson

Morgan County Schools
1065 East Ave.
Madison, GA 30650
706-752-4600

Barbra Adair

Madison County Schools
P.O. Box 37
Danielsville, GA 30633
706-795-2191 ext. 1029

Kimberly D. Kiker

Calhoun City Schools
380 Barrett Road
Calhoun, Ga 30701
706-602-6613

Diane Yarbrough

Gordon County Schools
205 Warrior Path
P.O. box 12001
Calhoun, GA 30703
706-625-0786

Tracey Morris

Cartersville City Schools
15 Nelson Street
P.O. Box 3310
Cartersville, GA 30120
770-387-4720

Pam Blakeney

Bartow County Schools
65 Gilreath Road
Cartersville, GA 30121-5016
770-606-5800