



Lowndes County Board of Education
School Nutrition Program

Invitation for Bid Groceries 2020-2021

Issued on: May 8, 2020

Final Date/Time for Written Questions: May 18, 2020, 3:00 PM

Proposal Due: June 4, 2020 11:00 AM

Opening of Proposals: June 5, 2020 11:00 AM

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- (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.

This institution is an equal opportunity provider.

TABLE OF CONTENTS

DEFINITIONS	3
SECTION 1 - TRANSMITTAL PAGE	5
SECTION 2 – STANDARD TERMS AND CONDITIONS	10
SECTION 3 - SPECIAL TERMS AND CONDITIONS	14
SECTION 4 – ATTACHMENTS	
ATTACHMENT A - CONTRACT SIGNATURE PAGE	24
ATTACHMENT B - FOOD SPECIFICATIONS	26
ATTACHMENT C – VENDOR PROPOSAL FORM	27
ATTACHMENT D – CONTRACTOR AFFIDAVIT	29
ATTACHMENT E – LOBBYING CERTIFICATE AND DISCLOSURE	30

DEFINITIONS

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

Amendment – A change/correction to the IFB.

Proposal - A firm, individual, or corporation submitting a proposal in response to this IFB.

Proposal Unit - The unit designation which shall be applicable to all pricing offered for proposal evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated proposal unit. In some instances, the proposal 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 is a product that does NOT require freezing or refrigeration.

Firm Fixed Price Contract – All prices shall remain for the contract period plus renewals.

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.

NSLP - National School Lunch Program

Net Off Invoice (NOI) – The commercial price minus the value of the USDA food ingredients (or pass through value).

OCGA – the Official Code of Georgia Annotated (State Statute)

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

Piggy-Back Clause – An agreement that other named school systems can share in the results of this contract agreement with same prices, terms, and conditions. Each school system will place its own orders and are responsible for any liability for what they order/consume.

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.

IFB – Request for proposal is a solicitation made through a written process by an SFA for procurement of a commodity service.

SBP - School Breakfast Program

SNP – School Nutrition Program

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 Vendors must fulfill and all other factors to be used in evaluating the proposals or proposals.

USDA – United States Department of Agriculture

Vendor – A firm, individual, or corporation submitting a proposal in response to this IFB.

SECTION 1 TRANSMITTAL PAGE

The Lowndes Board of Education, School Nutrition Program (Board/SNP) is requesting sealed Invitation for Bid (IFB) for Food Products (groceries items, including bread and milk). Proposals are due by June 4, 2020 11:00 AM. Proposals will be opened at **11:00 AM, Friday, June 5, 2020**.

Proposals shall be mailed or delivered to the **Donna Hendley, 570 Hendley Circle, Nashville, GA 31639**. Proposals must be enclosed in a sealed envelope and marked "IFB for Groceries".

Questions regarding this Request for Proposal shall be directed to **Donna Hendley, Director of School Nutrition, donnahendley@lowndes.12.ga.us or 229-245-2443**.

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Vendor shall be responsible to supply and deliver **Food Products** to the Lowndes Board of Education, School Nutrition Program through sealed proposals.
- b) The Board/SNP is seeking to identify and select one (1) vendor to provide the items as listed in the attached food list (**Attachment B**). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all proposals, or to accept such proposal as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on August 1, 2020, and terminate on June 30, 2021.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new IFB, but not to exceed three months.
- c) **Renewal Option** – The period of the contract is annual with mid-year price adjustments as appropriate upon the mutual agreement of both parties. This contract may be renewed for up to four (4) one year terms at the same terms and conditions by mutual agreement of both parties in written form. The total period of the contract including renewal shall not exceed five (5) years in total.

III. IFB SUBMISSION PROCEDURES

The Board/SNP is not liable for any costs incurred by Vendors prior to issuance of or

entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Vendor in responding to this IFB are entirely the responsibility of the Vendor, and shall not be reimbursed in any manner by the Board/SNP.

- a) Proposals must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Groceries.”**
- b) Proposals must be received by the Board/SNP no later than **11:00 AM, Thursday, June 4, 2020.**
- c) Late proposals shall not be accepted. The Board/SNP shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the address below. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

**Donna Hendley
507 Hendley Circle
Nashville, GA 31639**

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

IV. PROPOSAL OPENING DATE/TIME/PLACE

Issue Date	May 8, 2020
Final Date for written questions	May 18, 2020 3:00 PM
Deadline for submitting proposals	June 4, 2020 11:00 AM

V. AWARD DETERMINATION STATEMENT

- a) This IFB may be awarded to multiple vendors and result in a firm fixed price contract. All proposal prices shall remain firm for the entire contract period. It is the intent of the Board to secure the product best suited for Lowndes County Schools students and staff at the best price. Line item bid pricing is in effect which may result in multiple vendors to be awarded the contract.
- b) The award of this IFB is contingent upon available budget funds and approval of the Lowndes Board of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Vendor meeting all terms, conditions, and specifications of the IFB, within approximately thirty (30) days of the opening of the proposals. Submitted proposal pricing shall remain valid during this thirty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all proposals or parts thereof.

d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Vendor after proposal selection and prior to contract award.

e) Upon acceptance and award of a vendor's proposal, the contract between the Vendor and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected proposal response to the IFB by the Vendor and any attachments thereto, and (c) all written communications between the Board/SNP and the Vendor concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

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

**Donna Hendley, Director of School Nutrition
Lowndes Board of Education
School Nutrition Program
1592 Norman Drive
Valdosta, Georgia 31601**

- 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 Vendor to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until **May 18, 2020**, in order for a reply to reach all Vendors before the proposal closes and to give vendors ample time to respond to any Addenda. Any information given to a prospective Vendor concerning an IFB will be furnished to all prospective Vendors as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Vendors.

VII. VENDOR CONTACT INFORMATION

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

Lowndes County Schools DELIVERY POINTS:

Clyattville Elementary

Debra Ovaert,Mgr.
5386 Madison Highway
Valdosta, GA 31601
229-559-4169

addieholsendolph@lowndes.k12.ga.us

Lake Park Elementary

Deborah Watford,Mgr.
605 W. Marion St.
Lake Park, GA
31636
229-559-5153

deborahwatford@lowndes.k12.ga.us

Lowndes Middle School

Deidra Frier,Mgr.
2379 Copeland Rd.
Valdosta, GA 31601
229-245-2280

deidrafrier@lowndes.k12.ga.us

Moulton-Branch Elementary

Debra Peacock,Mgr.
5725 Perimeter
Road
Valdosta, GA 31603
229-249-2636

debrapeacock@lowndes.k12.ga.us

Lowndes High School

T. Marie May,Mgr.
1606 Norman Dr.
Valdosta, GA 31601
229-245-3772

teresamay@lowndes.k12.ga.us

-
Westside Elementary

Amy Cowart,Mgr.
2470 James Road
Valdosta, GA 31601
229-245-2291

amycowart@lowndes.k12.ga.us

James Dewar Elementary

Donna Colley,Mgr.
3539 Mt. Zion Church Rd.
Valdosta, GA 31602
229-219-1373

donnacolley@lowndes.k12.ga.us

Pine Grove Elementary

Brenda Griffis,Mgr.
4175 River Rd.
Valdosta, GA 31605
229-245-2296

brendagriffis@lowndes.k12.ga.us

Pine Grove Middle

Chimere
Jackson,Mgr.
4159 River Road
Valdosta, GA 31605
229-219-3234

chimerenickson@lowndes.k12.ga.us

Hahira Elementary

Tracey Cumbie,Mgr.
in Training
350 Claudia Dr.
Hahira, GA 31632
229-249-4913

traceycumbie@lowndes.k12.ga.us

Hahira Middle School

Vickey Reed,Mgr.
401 East Main St.
Hahira, GA 31632
229-245-2293

vickeyreed@lowndes.k12.ga.us

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the Lowndes 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 proposals over \$100k)

Per APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over.

II. DEBARMENT AND SUSPENSION VERIFICATION (for proposals 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 Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989).

By signing this agreement, the vendor 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 Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989). 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. The Contractor will provide School Nutrition with the following documentation:

- a. Documentation that requests consideration of the use of alternative domestic food before approving an exception.
- b. Use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and
- c. Documentation of use of a non-domestic alternative food due to insufficient and not reasonably available quantities of satisfactory quality.

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** -The Lowndes 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.

IV. HUB STATEMENT

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

V. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for proposals 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.

The vendor will comply with Equal Employment Opportunity in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity".

VI. 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).

VII. CLEAN AIR/ CLEAN WATER STATEMENT (for proposals 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.

VIII. 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.

IX. 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 Lowndes 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 Lowndes Board of Education 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.

X. PROPOSAL PROTEST PROCEDURES

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent (Wes Taylor) as the acting protest official of the Lowndes County School System at 1592 Norman Drive, Valdosta, Georgia 31601.

The protest shall be filed within ten (10) days from the award notice and shall include:

- a. The name, address, and telephone number of the protestor;
- b. The signature of the protestor or an authorized representative of the protestor;
- c. Identification of the purchasing agency and the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- e. The form of relief requested

The Lowndes Board of Education shall in all instances disclose information regarding protests to State Agency. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

XI. NON-COLLUSION STATEMENT

"I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. 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 proposal, and certify that I am authorized to sign this proposal for the Vendor 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."

XII. CODE OF CONDUCT

**Lowndes County School Nutrition
CODE OF CONDUCT**

1. No employee, officer, or agent of the Lowndes County Board of Education shall participate in the selection, or award, or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest occur 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 that employs, or is about to employ, any of the above.
3. The Board of Education school employees, agents, or officers shall neither solicit nor accept gratuities,

favours, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

4. The purchase during the program day of any food or service from a contractor for individual use is prohibited.
5. The removal of any food, supplies, or equipment, such as records or recipe books, etc. is prohibited.
6. The outside sale of such items as used oil, empty cans, etc., will be sold by contract between the Board of Education and outside agency.
7. Failure of any employee to abide by the above-stated code could result in a fine, suspension or both, or dismissal. Any resulting prosecution relating to the above items falls under the jurisdiction of the Federal court system. Interpretation of the code will be given at any time by contacting the nutrition director at 229-245-2443.

XIV. DUTY TO EXAMINE

It is the responsibility of each vendor 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 proposal shall be rejected that takes exception to a material requirement of any part of this solicitation, including a material term and condition.

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the proposal, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

II. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- a) Vendors are required to list where indicated on Attachment B: vendor item number, manufacturer's brand (or house label) with item code, bid unit (case size), cost, and adjusted usage if case size is changed.
- b) The vendor must provide brand name, manufacturer's item number which corresponds to the listed number on the chart, complete nutritional analysis with either a CN Label or signed data certification of product equivalents, ingredient list with allergens listed separately, pack size, individual count, serving size and preparation and cooking instructions. The vendor must also provide this information for any brand submitted as a preapproved equal. Nutritional requirements must meet the New USDA Meal Pattern

Requirement that resulted from the Healthy Hungry Free Kids Act. If the analysis is not provided, the item will not be considered. After the bid award updated product information may be requested from the selected vendor.

c) **Product Protection Guarantees:** School systems have “automatic” product protection recourse against suppliers for products that are misrepresented. 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.

d) **Delivering brands that are not pre-approved may be reason for rejection of the product, termination of the contract and shall be considered non-delivery of product.**

e) **Item Identification (ID):** The item identifications (descriptions) listed herein are, predominately, requirements that can be verified on delivery or information essential for communication between contractor and school system. The new USDA meal pattern first followed in School Year, required additional specifications to be listed for meat/meat alternates and grain composition of numerous items. Any specific product information listed in the “Identifier” must be included in the item proposal by the vendor. For example, if “sodium \leq 400 mg is listed, a product containing 600 mg sodium will not meet the identifier and will not be accepted.”

III. FOOD RELATED TERMS AND CONDITIONS

a) **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.

b) **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.

c) **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, Vendors 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.

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

e) **Brand identification:** This is a qualified product specification. Vendors must submit the specific name brand items requested or a pre-approved equal. **Pre-approval**

- requests must be made by **June 4, 2020 11:00 a.m.**. Deviations from this requirement will not be considered. The brand on which the price is offered must be stated in the proposal documents and cannot be changed during the effective period without the permission of the school district. Delivering brands that are not pre-approved may be reason for rejection of the product, termination of the contract, and shall be considered non-delivery of product.
- f) **Import Products:** Products that are canned or packed outside the United States will not be accepted. Please note this rule applies to “Private Labels” as well as other labels. Exceptions to this rule are PINEAPPLE, MANDARIN ORANGES, OLIVES, TUNA and COFFEE.
- g) **Approved Brands:** The “Approved Brand” space on the product list in Attachment B indicates one of the following:
- 1) Items of special concern toward specifications and quality will have manufacturer’s name and product number under “Approved Brands”. Potential contractors may propose only those products that are pre-approved. **Pre-approval requests must be made by June 4, 2020 11:00 a.m.**
- h) **Other Brands:** A potential contractor may petition for the acceptance of a brand on the approved list. However, petitions must be made by June 5, 2020 3:00 PM. The acceptance of brands or products not on the approved list is subject to school testing under normal preparation conditions. Other brands will not be approved unless an addendum is issued to all pre-qualified contractors.
- i) **Unacceptable Brands:** The school system may specifically designate any brand as unacceptable.
- j) **Brand “Quoting On”:** A potential contractor must circle/highlight/underline the brand that a quote is offered on or write in the brand only if a brand choice is not given.
- k) **Quality:** All items must be the Grade A (Fancy) or Grade B (Choice or Extra Standard) of the packer or private label as stated under identification column. Private label brand listed must indicate quality level.
- l) **Imitation Cheese Products:** must not be proposed unless specified within the identifier.
- m) **All Meats:** require inspection by the USDA, Livestock Division, Meat Grading Branch. All meats purchased are to meet the specifications for institutional meats as printed in the U S Department of Agriculture IMPS Series 100-1000. All IMPS general requirements will apply.

- n) **All Fish Products:** shall be under the continuous inspection of the U. S. Department of Commerce, and all packages shall bear the U S Grade A Shield and the PUFI Seal.
- o) **Net Off Invoice-NOI Pricing:** is requested for all items so marked when the manufacturer mentioned is the one on which you are providing a quote. Please enter the vendor commercial price with the pass-through value INCLUDED in the “Cost” column. Please Do Not deduct the commodity pass-through cost. The pass-through value is the same for all vendors. The school food authority will need to know the pass-through cost from the winning vendor to prepare the inventory. The pass-through value (cost of commodity) may be listed in the “Approved Brands” column, if desired or the winning vendor can provide to the director after the proposal award.
- p) **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.
- q) **Substitutions:** If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. The nutrition director or designee shall be notified by E-mail on an Excel chart by noon the day before delivery for out-of-stock items and suggestions for substitutions. The director or designee will review the shorts and substitutes and approve for delivery. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

IV. METHOD OF PAYMENT and PRICING INFORMATION

- a) Prices must remain firm and fixed for the entire bid period and shall include all charges for packing and transporting to the Lowndes County Schools. However, due to uncertain market conditions, and in the event a vendor cannot maintain an original quote, the Lowndes County School Nutrition Program will consider individual product price changes on a case by case basis with documentation in writing from the manufacturer confirming the need for price change. The vendor must hold the price for 30 calendar days after providing documentation allowing time for confirmation. The initial bid prices quoted must remain firm for 60 calendar days. No changes in prices or products will be accepted without approval from the School Nutrition Program Director. The Lowndes County School Nutrition Program reserves the right to secure other vendors for products in the event of price increases and the change will be as expedient as possible. Failure to deliver awarded products during the first 60 calendar days after the bid award or during the confirmation period may result in the vendor barred from participating in future bids for a total of two (2) years.

- b) Prices will not include Federal Excise Tax or State Sales Tax.
- c) 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.
- d) Invoicing
 - i) Invoices, at minimum, shall consist of the following information:
 1. Delivery location
 2. Item description and cost
 3. Extended cost for total quantity purchased
 4. Total cost of all products purchased
 - ii) Monthly statements will be broken down by school invoice and mailed to:

**Donna Hendley, Director of School Nutrition
Lowndes County School System
1592 Norman Drive
Valdosta, Georgia 31601**

V. PIGGY BACK CLAUSE

a) **Additional systems**, i.e. South Georgia Nutrition Cooperative Member systems and/or those contiguous to Lowndes County have the option to *Piggy Back* on this proposal after Award is made, specifically Scintilla Charter Academy in Valdosta, GA. Separate final contracts may be requested from these systems.

VI. 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. A system school year calendar will be provided to vendors along with the contract. Partial deliveries must be annotated and signed. Orders will be sent via an electronic ordering system with access provided by the vendor. Monthly usage reports must be emailed to the director or designee. Special deliveries must be available when requested by the director or designee between the regular weekly delivery days for items shorted, vendor errors, or critical school system omissions.
- b) All orders are to be delivered weekly. All sites require delivery during the nine (9) or ten (10) school months per year. One site requires delivery every month due to the Summer Food Service Program. Deliveries shall be completed between the hours of **5:30AM – 11:00 AM .** **No deliveries will be accepted between the lunch hours of 11:30AM – 12:30 PM.**
- c) All deliveries are to be F.O.B Destination to addresses as indicated on Page 8.

- d) 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.
- e) Holiday deliveries: Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school system and the successful contractor.
- f) Delivery of product must be made in a well-maintained refrigerated truck. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled, and frozen). Drivers and helpers shall not be required to store merchandise on shelves. 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. Drivers and helpers shall request the authorized school receiver, or designee, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. The designated school receiver shall sign each delivery ticket. The designated school receiver shall note variations from the norm, i.e., shortages, damages, etc. on each ticket. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.
- g) Delivery schedules shall be submitted to the director or designee for prior approval and shall remain constant from delivery to delivery unless both parties agree to alter the schedule.

V. ADDITIONAL PROPOSAL INSTRUCTIONS

- a) **Proposal modifications** - Proposals cannot be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Proposal withdrawal** - Vendors may withdraw proposals at any time up to the scheduled time for receipt of proposals. Vendors desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the proposal opening deadline (proposal close date). Vendors may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the proposal opening. The school district will respond to the request in the form of an addendum issued to all potential vendors. No addenda will be issued within five working

days of the due date and time.

d) Proposal examination -

- i) Vendors 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 Vendor 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) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the Vendor 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 Vendor through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

e) Rejection or Disqualification of proposals -

- i) A proposal 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 disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Vendor.
- iii) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, all proposals submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- iv) Any Vendor who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Vendor and their proposal may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- v) The Board/SNP reserves the right to accept or reject any or all proposals, or to accept such proposal as they deem to be in the best interest of the Board/SNP.

f) Evidence of Financial Capabilities - After the proposal opening, Vendors must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Board/SNP. This evidence would include an income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

g) Offer Acceptance Period - Proposals are an irrevocable offer for 30 days after the proposal opening time and date.

VI. ORDERING INFORMATION

- a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.
- b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.
- c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.
- d) **Estimated Quantities** - The quantity in Attachment B 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.

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.

VII. 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.

VIII. INDEMNIFICATION

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability,

damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this IFB.

IX. 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 proposal award, to commence delivery of goods pursuant to the award on August 1, 2019
- b) The Contractor must comply with the time of performance.

X. 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.

XI. EVIDENCE OF INSURANCE

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

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

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Lowndes County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance

written notice to the Board/SNP. Such certificate shall be issued to: Lowndes Board of Education, School Nutrition Department.

- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XII. EXCEPTIONS

A Proposal 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 Vendor takes exception to such provisions. To take exception to a provision of this IFB, the Vendor must respond in writing, clearly identifying: (a) the number and title of each section of this IFB that the Vendor takes exception to; (b) the specific sentence within such section that the Vendor takes exception to; and (c) any alternate provision proposed by the Vendor.

XIII. WARRANTY

Successful Vendor 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 Vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

- XIV. **GIFTS AND GRATUITIES:** Gifts by contractors are prohibited – see Lowndes Nutrition Program Code of Conduct included in the IFB.

- XV. **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.

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.

- XVI. **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 or letter of explanation from the manufacturer involved. The decision to release the vendor from the contract will be based on the difference between the market at the time of the proposal opening and the current market for this item.

ATTACHMENT A
CONTRACT SIGNATURE
PAGE

This agreement is dated as of _____ by and between the Lowndes 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, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver food products (including bread) to the Board/SNP's schools.

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

Board/SNP shall pay CONTRACTOR for delivery of food products (including bread) in accordance with CONTRACTOR'S proposal, 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:

Lowndes Board of Education School Nutrition Program
1592 Norman Drive
Valdosta, Georgia 31601
Attn: Donna Hendley, School Nutrition Director

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 Proposal Documents.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Proposal Form
- Attachment D- Contractor Affidavit
- Attachment E – Lobbying and Disclosure Form
- Addenda Copies As Needed

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 _____, 2020

_____ Board of Education

_____ Signature of Board member or designee
_____ Name of Board member or designee
_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative
_____ Name of Company Representative
_____ Date

**ATTACHMENT B
Food Specifications**

EXCEL File with Food Specs will be attached to the file separately.

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

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Vendor attests that:

He/she has thoroughly reviewed this IFB for Food Products (grocery items, including bread and milk) and that this Proposal 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 proposal 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 proposal. Failure to attach a Copy of the appropriate authorization, if required, may result in rejection of the proposal

ATTACHMENT D – CONTRACTOR AFFIDAVIT

**Must be completed and returned with proposal.
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 Lowndes County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authorization
Name of Contractor	Name of Project

Lowndes Board of Education

Name of Public Employer

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

Executed on _____, ____, 2020 in _____ (city), _____(state).

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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

LOBBYING FORM & DISCLOSURE

Per **APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** – A Lobbying Certification and Disclosure must be printed and completed for all proposals \$100,000 and over.

Lobbying form located on next page.

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