

BIBB COUNTY SCHOOL DISTRICT
PROCUREMENT OFFICE

Invitation to Bid:
Bibb BCSD School District
484 Mulberry Street, Macon GA 31201
www.bcsdk12.net

Bid No: _____ For: Purchase of (2) New Refrigerated Trucks Date: 11/20/2014

ALL BIDS TO BE F.O.B. Transportation Department, 2448 Roff Ave, Macon GA 31201

Bid Responses Must Be Received in the Purchase Office:

Procurement Office
484 Mulberry Street, Macon GA 31201
Suite 280
Attention: Elaine M. Wilson
Bid Number _____ (Please Make Sure this is CLEAR on the FRONT Package)

Bids Received after Deadline Time will be considered non responsive and rejected

Contact Person for Submission Questions is Elaine M. Wilson, Procurement Director of BCSD, via email at Elaine.wilson@bcsdk12.net

TENTATIVE TIMELINE

- 12/04/2014 Release RFQ to the marketplace**
- 12/08/2014 Deadline for written questions 5:00 PM, EST**
- 12/10/2014 Response to questions to be posted to the BCSD website or via email**
- 12/17/2014 RFQ/IFB due in Procurement Services by 11 am, EST.**
- Within 2 or 3 weeks from closing Vendor/Vendors will be notified who has made the authorized approval**

THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NUMBER (AREA CODE & EXTENSION): _____

VENDOR FAX NUMBER: _____

VENDOR EMAIL ADDRESS: _____

PRINT REPRESENTATIVE NAME: _____

SIGNATURE OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

FED ID NUMBER: _____ - _____

DATE: _____

VENDOR WEB PAGE ADDRESS: _____

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Bibb BCSD School District extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the designated specifications, terms and conditions.

Vendors must attach an original and duplicate copy/copies pf the bid response. Label each bid as “Original” and “Duplicate” at the top of the first page.

Bidder must indicate below whether or not his bid is in complete compliance with the stated specifications. If there are any deviations from the specification, bidder must indicate in writing what the deviations are and must submit with his bid complete description literature on the items bid.

___ Bid is in complete compliance with the bid specifications

___ Bid deviates from stated specifications as follows:

Merchantability & Quality:

Seller warrants that the goods will be merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in sellers catalogues, products, brochures, and other representations, depictions, or models fo the goods.

Specify your warranty/guarantee beyond that stated above. Provide a clear description of warranty/guaranty service offered and duration of service (i.e. on site, call tag service, parts and labor included, parts only).

State specifically how you would handle warranty service (i.e. vendor on site pick up, Bibb BCSD School System to mail to manufacture, etc.)

Exclusion of Trade Usage:

This document contains all the terms, conditions, obligations, to which the parties have agreed and shall not be modified, controlled, explained, supplemented, or affected in any way by any usage of trade not expressly included in this agreement.

Conformity with U.C.C.

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code as adopted by the State of GA shall have the same definition set forth in the Code on the date

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Scope of Services:

The Bibb County School District, in conjunction with the School Nutrition Department is seeking bids for Two Refrigeration Trucks for our School Nutrition Department. The trucks must be delivered to the Transportation Department upon reward for inspections, please adhere to all the information within the General Information of this solicitation. Please email all questions to the Procurement Director, by the deadline. Please complete the cost sheet for TWO VEHICLE Purchase, per unit.

SPECIFICATIONS:

The specifications is attached within an Excel (Document). Please make sure that you are providing a quote with the Make and Model for the vehicle, the vehicle has to meet the required specifications to be considered, if you answer NO for any line item, please provide a detailed EXPLANATION.

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General Information

All Bids are received within the Procurement Office, located at 484 Mulberry Street, Suite 280 Macon GA 31201 (Wells Fargo Building, Downtown Macon). Envelopes must be written with the solicitation information on the FRONT of the document. Bids delivered after time within the solicitation will not be opened for review. Post Marks and Dating of Documents will be given no consideration in case of late bids. The Bibb BCSD School District, reserves the right to reject any and/or all bids and to waive any informality.

Any Informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of the bidder to provide it would have no impact on the outcome of the bid. In such cases, the bidder failed to supply the information may be given a specified period time to comply. If the bidder fails to comply in that period, the bid will be rejected for reasons of no compliance. No award will be made unless all required information is received by Bibb BCSD School District.

I. Compliance:

Failure to meet the requirement of the specifications in any area not considered to be an informality will cause the bid to be non-responsive and the bid shall be rejected. The bid shall be offered and a contract shall be entered into in accordance with the term and conditions of the solicitation. The Bibb BCSD School District reserves the right to waive any general or special condition if it is in the best interest of the District, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

II. Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document, and when necessary, obtain clarification prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provision set forth herein.

III. Clarification:

IF a clarification is required, the request shall be made in writing via email, Elaine Wilson at Elaine.Wilson@bcsdk12.net. The clarification will be emailed back, or posted online. If an addendum has to be posted, all bidders must acknowledge they received the addendum within their bid package.

IV. Bid Acceptance:

The BCSD reserves the right to reject any or all bids, or any part of any bids, to waive any formality and unless otherwise specified by the bidder to accept any items on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the district has 60 days to accept or reject.

V. Corrections:

All prices and notations must be in ink or typewritten. Any correction shall be initialed in ink or typewritten by the person making the correction.

VI. Cancellation

Bids Awards, contracts and extension may be cancelled for convenience by the Bibb BCSD School District at any time.

VII. Conditional Bids:

Bids that are conditional (I.E. "Prices subject to change", Prices F.O.B. Shipping Point, etc) will not be considered. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive.

VIII. No Obligation/No Order(s) Guaranteed:

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The acquisition of any program, product or element for these requirements is subject to the approval and funding of the Bibb BCSD School District, and no obligation or commitment is incurred by the Bibb BCSD School District from the receipt of any proposal documents, materials, or presentations. There is no guarantee of any vendor receiving on order as a result of a bid or request for quotation. Any/all costs incurred by the vendor in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the vendor. Expenses incurred by the vendor will not be reimbursed by the district or become a reason for placing an order with the vendor.

IX. Funding Provision:

No purchase will be made if funding is not approved by the Bibb BCSD Board of Education.

X. Fiscal Year Funding Implication:

The fiscal year for Bibb BCSD School District begins July 1 and ends June 30. The solicitation and any resulting contracts(s) may contain renewal and extension options.

XI. Bid Pricing:

Each item should be priced as indicated in the proposal via price worksheet, cost sheet, or Exhibits. Payment terms discounts will not be considered.

XII. Delivery Terms:

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed.

XIII. Patent Indemnity

The contractor guarantees to hold the BCSD, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

XIV. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by the district as a result of violations of the contract terms by any contractor.

XV. Submission of Bids:

Bids shall be submitted:

- Proposals shall be accepted in the Office of Procurement Services of the Bibb BCSD School District, Procurement Office, Suite 280; Macon GA 31201.
- Proposals delivered prior to the proposal close date and time can be received during normal business hours (between 8:30 a.m. ET and 5:00 p.m. ET) only.
- Deliveries attempted by any method (including mail, express courier, or in person) after 11:00 a.m. ET on the date due **CANNOT** be accepted; therefore, we suggest that you submit proposals well in advance of the date and time due.
- Fax Bids will not be submitted
- Only bids submitted on bid forms provided with this solicitation or copier's thereof will be considered.
- The Bid/Contract must be submitted without alterations.
- This entire bid document shall be submitted in a sealed envelope with company name, and bid opening date clearly reflected on the outside of the envelope, with the Solicitation number.

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XVI. Error in Bid:

In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the opening. The District reserves the right to correct mathematical errors that cause an incorrect extension for an item or summary totals.

XVII. Award:

The BCSD reserves the right to award to the lowest responsive, responsible bidder. This may result in awards to other than the lowest bidder, or to reject any and all bids, if such action would result in the "best value" for the district. Awards will be based on the total price of all items as presented on the Bid Form.

1. The District reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Bibb BCSD Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but not limited to, the following:

- Delivery ability -- Bidder must demonstrate or has demonstrated to the District the ability to promptly and efficiently deliver all items on the bid list.
- Capacity -- Bidder must demonstrate to the District that they have the financial capacity to procure the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

Please be advised that it is the policy of the Bibb BCSD School District that all contracts are awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror. This contract shall be for one (1) base term of one year with options of renewal pending funding as indicated by the State. The contract will be conditional upon the offeror's ability to comply with requirements set forth in the solicitation documents. Offeror shall not provide goods or services until a purchase order has been issued by BCSD Procurement Services Department.

XVIII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the BCSD within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the BCSD shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the BCSD may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the BCSD reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIX. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

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- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XX. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the District, nor any member thereof, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the District shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XXI. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the District for costs to the school district in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XXII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy

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thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXIII. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXIV. Ineligible Bidders

The District may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the District. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXV. Alterations of Documents

Alterations of District documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVI. Termination for Convenience

The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for goods or services delivered or accepted. The District Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the District's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXVII. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify District and protect, defend, indemnify and hold harmless Bibb District School District, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Bibb District School District. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the District, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXIX. Compliance with Georgia Security and Immigration Compliance Act - See Exhibit I

XXX. Vendor Registration Form – See Exhibit II

XXXI. Cost Worksheet – See Exhibit III

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EXHIBIT I

Compliance with Georgia Security and Immigration Compliance Act

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 Bibb County School District 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

Bibb County School

Name of Public Entity

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

Executed on _____, 20____

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 _____, 20____.

Notary Public

My Commission Expires: _____

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Affidavit of Exception (Services ONLY)

I attest that I am exempt from providing an Affidavit of Compliance to Bibb County School District pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Bibb County School District.

In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license.

(Please see

http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigrati_on_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.)

_____ My company/firm will render services to Bibb County School District; however, the services will not be rendered in the State of Georgia.

_____ My company/firm will only provide goods to Bibb County School District and will not render any physical services to Bibb County School District.

_____ My company/firm will render services to Bibb County School District, however my company/firm has ten (10) or fewer full-time employees.

Vendor Name: _____

Name of Project: _____

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

Executed on _____, 20____

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 _____, 20____.

Notary Public
My Commission Expires: _____

Please attached a copy of your W-9 Form as well with this Form.....

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Exhibit II

Vendor Registration Form

Bibb County School District

484 Mulberry Street
Macon, GA 31201
Fax (478) 779-3531

Thank you for your interest in doing business with Bibb County School District. In order to become a registered vendor you must complete and submit the vendor registration form, W-9 and the appropriate "Illegal Immigration Reform and Enforcement Act of 2011" form(s).

All formal solicitations (over \$30k) are posted on the BCSD web site at www.bibb.k12.ga.us. We encourage you to check the website on a regular basis for opportunities to do business with BCSD.

Instructions

- All information listed in items 1-13 below must be provided in order to complete your registration.
- You must provide a Federal Tax ID number or a Social Security number.
- The remit to address is where you want to have payments sent. You must indicate if your remit to address is the same as your regular mailing address. If different, provide the remit to address.
- Provide a fax number and e-mail address for the primary company contact.
- Select a company diversity class if applicable.
- The BCSD preferred method of sending purchase orders to a vendor is via email. Please provide an email address where purchase orders should be sent.
- You are responsible for notifying BCSD of any subsequent changes to the information submitted on this form. Changes should be faxed to (478) 779-3531
- **PLEASE NOTE** – You must read the "Illegal Immigration Reform and Enforcement Act of 2011" and submit the necessary forms. Your registration request will not be accepted unless all of the necessary forms are complete.

1. Company Name: _____

2. Company Street Address: _____

3. City: _____ State: _____ Zip: _____

4. Country: _____ Company Contact Name: _____

5. Telephone: _____ Fax: _____

6. Email Address: _____

7. Federal Tax ID Number or Social Security Number: _____

8. NIGP Class Code (Primary, 3-digit): _____

9. NIGP Class Code (Secondary, 3-digit): _____

10. Are you a 1099-Recipient (If yes complete and submit a W-9) Yes No

11. Are you or any member of your family an employee of BCSD? Yes No

12. Preferred method of receiving Purchase Orders:

Email _____ Email address: _____

Fax _____ Fax number: _____

Mail _____ Mailing Address: _____

13. Remit to address for payment: _____

14. Optional information (for data purposes only):

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African American: _____ Asian American: _____ Female: _____

Hispanic American: _____ Native American: _____

You must accept the terms of this agreement in order to register as a vendor with BCSD. By submitting the vendor registration forms, you certify and warrant that you are duly authorized, by the vendor to (1) register the vendor; (2) file on behalf of the vendor all of the information requested in this registration process; and (3) enter into this agreement on behalf of the vendor. By submitting this electronic vendor registration, you hereby agree on behalf of the vendor and for the benefit of each agency and public body that:

1. The vendor shall use Bibb County School District vendor registration update functionality to update the vendor’s registration information whenever necessary to ensure that the registration information remains accurate and up to date at all times.
2. The vendor hereby warrants that the information provided by the vendor through the BCSD registration process shall at all times be accurate, complete and up to date. The vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the vendor has provided through the BCSD registration process as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the BCSD registration process.
3. I agree that (a) I am a U.S. person (including a U.S. resident alien) or a representative of a U.S. entity; and (b) the number shown on this form is the correct taxpayer identification number for my/our organization. This agreement shall remain in effect for as long as the vendor is registered as an BCSD vendor. ALL RIGHTS RESERVED TO CANCEL THE VENDOR’S REGISTRATION AT ANY TIME. In the event the vendor’s registration is cancelled, the vendor shall remain bound to this agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or administered in whole or in part using BCSD.

Agree _____ Disagree _____

Signature of authorized company representative;

Signature

Date

Company Name

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Exhibit III
COST WORKSHEET

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Additional Fee</u>

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**School Nutrition Federal Funding
General Conditions
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**Required Contract Provisions specific to construction
(use for construction project contracts only in addition to the clauses above)**

16. Copeland "Anti-Kickback" Act - (CFR 3016.36(i)4)
17. Davis-Bacon Act - (CFR 3016.36(i)5)
18. Contract Work Hours and Safety Standards Act (CFR 3016.36(i)6)

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STANDARD TERMS AND CONDITIONS

This contract between the Bibb County School District and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

I. **DEBARMENT AND SUSPENSION VERIFICATION**

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

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

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

II. **CONTRACT TERM CLAUSES**

The Contract between the Board/SNP and the Contractor shall begin and end on the dates specified in the IFB, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the SFA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the SFA a continuous supply of the identified goods and services.

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.

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IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CLAUSES

a. **Immediate Termination.**

This Contract will terminate immediately and absolutely if the School Food Authority determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the School Food Authority cannot fulfill its obligations under the Contract, which determination is at the School Food Authority's sole discretion and shall be conclusive. Further, the School Food Authority may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The School Food Authority determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions; and/or
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

b. **Termination for Cause.**

The occurrence of any one or more of the following events shall constitute cause for the School Food Authority to declare the Contractor in default of its obligations under the Contract:

- The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- The Contractor fails to make substantial and timely progress toward performance of the Contract;
- The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or Bibb County School District law or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- The Contractor has failed to comply with applicable federal, Evans County Board of Education and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- The Contractor has engaged in conduct that has or may expose the School Food Authority or the Bibb County Board of Education to liability, as determined in the School Food Authority's sole discretion; or
- The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Bibb County School District, or a third party.

c. **Notice of Default.**

If there is a default event caused by the Contractor, the School Food Authority shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the School Food Authority may:

- Immediately terminate the Contract without additional written notice; and/or
- Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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d. Termination for Convenience.

Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.

e. Termination Due to Change of Law.

The School Food Authority shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- The School Food Authority's authorization to operate is withdrawn or there is a material alteration in the programs administered by the School Food Authority; and/or
- The School Food Authority's duties are substantially modified.

f. Payment Limitation in Event of Termination.

In the event of termination of the Contract for any reason by the School Food Authority, the School Food Authority shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

g. The Contractor's Termination Duties.

Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:

- Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the School Food Authority may require;
- Immediately cease using and return to the School Food Authority, any personal property or materials, whether tangible or intangible, provided by the School Food Authority to the Contractor;
- Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- Cooperate in good faith with the School Food Authority, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- Immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Contractor.

V. CLEAN AIR/ CLEAN WATER STATEMENT

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.

VI. 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,

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Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

VII. 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 Bibb County School District, 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 Bibb County School District reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

VIII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE 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, 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.

IX. 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).

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

It is the intent of the Bibb County School District to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

XI. BID PROTEST PROCEDURES

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Bibb County School Superintendent. Rhonda Saunders, Procurement Officer, will be the acting protest official of the Board/SFA at Bibb County Schools, Macon, Georgia. The protest shall be filed no later than ten (10) days from the award notice.

A protest shall include:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the purchasing agency and the solicitation or contract number;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested.

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

XII. AWARD TO LOWEST RESPONSIVE, RESPONSIBLE CONTRACTOR

The Bibb County School District reserves the right to award to the lowest responsive, responsible Bidder. This may result in awards to other than the lowest bidder, or to reject any and all bids, if such action would result in the "best value" for the Bibb County School District.

XIII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Contractor 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."

Contractor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs - 7 CFR Part 3015 to CFR Parts 3016 and 3019.

IX. COPYRIGHTS AND PATENTS

The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts that are expected to exceed the simplified acquisition threshold.

Patent Indemnity.

The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

- (i) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (ii) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
- (iii) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

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Originality and Title to Concepts, Materials, and Goods Purchased.

Contractor represents and warrants that any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all copyright interests in said works will vest in the Department or School Food Authority upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of this Contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the Department or School Food Authority. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are clearly marked with a copyright notation indicating the Department or School Food Authority as the sole copyright owner. All rights and ownership of materials produced under or as a result of this Contract shall become the property of the Department or School food Authority upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of this Contract shall be delivered to, become and remain the property of the Department or School Food Authority upon termination or completion of this Contract.

The Department's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract and requirements and regulations pertaining to copyrights and rights in data.

X. LOBBYING CERTIFICATE

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 under-signed, to any person for influencing or attempting to influence an officer or employee of an 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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

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employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please complete Pages 20-24 of this bid document if applicable.

XI. CODE OF CONDUCT

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

BIBB COUNTY CODE OF CONDUCT

The Purchasing Department staff or any other employee of the Board of Education shall not use their authority or office for personal gain and shall seek to uphold the standing of the purchasing profession by:

1. Maintaining an unimpeachable standard of integrity in all their business relationships both inside and outside the organizations in which they are employed;
2. Fostering the highest standards of professional competence among those for whom they are responsible;
3. Optimizing the use of resources for which they are responsible, so as to provide the maximum benefit to the Board of Education;
4. Rejecting and denouncing any business practice that is improper.

In applying these precepts, employees should follow the guidance set out below:

1. Declaration of Interest - Any personal interest which may either impinge or be deemed by others to impinge on employees' impartiality in any matter relevant to their duties should be declared to their employer.
2. Confidentiality and Accuracy of Information - The confidentiality of information received in the course of duty must be respected and not used for personal gain. Information given in the course of duty should be true and fair and not designed to mislead.
3. Competition - The Board of Education maintains some advantage by continuing relationships with suppliers. However, any arrangement which might, in the long term, prevent the effective operation of fair competition, should be avoided.
4. Business Gifts - To preserve the image and integrity of both the employee and the Board of Education, business gifts should be never be accepted.
5. Promotion or Sale of Materials - With the exception of properly executed sales of surplus property including furniture, equipment, textbooks and vehicles, no employee or agent of the Board of Education shall, for compensation of any kind, promote, offer for sale or sell, directly or indirectly, any books or other teaching or learning materials, equipment, furniture, or other articles purchased by the Bibb County School System, to the Board of Education, staff, parent, or student enrolled in the school system.

Purchases from Board of Education members or companies in which the Board of Education member or a member of his immediate family has a controlling interest (51%) are prohibited. Purchases from employees or companies in which the employee, spouse, or children have a controlling interest (51%) and are in a procurement decision making role are prohibited. Purchases from companies in which a member of an employee's immediate family, other than spouse and children, has a controlling interest are permitted if the employee is not involved in a decision making role.

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XII. DUTY TO EXAMINE

It is the responsibility of each Contractor 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.

**XIII. GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT – N/A THIS BID
(Georgia Dept. of Audits, July 2013)**

O.C.G.A. § 13-10-90 (4): A public employer shall not enter into a contract for the *physical performance of services** within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of newly hired employees. * By definition: "Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2499.99."

Bids that involve the defined "physical performance of services must include a notarized copy of the GSIC Affidavit forms for the Contractor, O.C.G.A. § 13-10-91(b)(1).

Affidavits will be required for all subcontractors and sub-subcontractors that have been contracted for the physical performance of services in satisfaction of this Bid in accordance with O.C.G.A. § 13-10-91(b)(3) and § 13-10-91(b)(4).
Form attached.

Exception

A contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of completing the work described in this Bid shall instead provide a copy of a state issued driver's license or state issued identification card provided that said state verifies lawful immigration status prior to issuing a driver's license or identification card. O.C.G.A. § 13-10-91(b)(5).

The Georgia Attorney General's website posts a list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

Responsibility of the Contractor

It is the duty of the contractor to submit to the Bibb County School System within five business days of receipt, copies of all subcontractor and sub-subcontractor affidavits, drivers' licenses, and identification cards required under O.C.G.A. § 13-10-91(b)(6).

XIV. 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.

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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 sub awards 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
Name

Award Number or Project

Name and Title of Authorized Representative

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB

0348-00046

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

<p>1. Type of Federal Action</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type:</p> <p>a. Initial Filing b. Material changes</p> <p>For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and address of reporting entity:</p> <p>Prime _____ Sub-Awardee _____ Tier _____, if known</p> <p>Congressional District, if known _____</p>		<p>5. If Reporting Entity in No. 4 is Sub-Awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i></p>	<p>10. b. Individuals Performing Services: <i>(including address if different from No. 10a)</i></p>	

this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection.

Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

Federal Use Only

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reproduction Standard Form –
LLL (Rev. 7/97)