

SPECIAL TERMS, CONDITIONS AND INSTRUCTIONS for NOI Commodity Processing

CAUTION: Bidders are cautioned to familiarize themselves fully on the instructions and conditions hereinafter set forth:

TYPE CONTRACT: This is a requirement type contract.

CONTRACT PERIOD:

- a. The contract period shall cover the school year(s), **July 1, 2022 – June 30, 2023**.
- b. The Forsyth County Board of Education may extend the contract periods for up to 4 additional with the consent of both contracting parties.

SUBMISSION OF BIDS

The bidder shall complete all information requested on the bid price form-NOI and other requested information on Specification sheet:

SAMPLES REQUIRED

Quotations without requested information AND samples of requested products will not be considered*.**

*****Send product samples per specifications to:**

Forsyth Co. Schools Food & Nutrition Dept.

ATTN: Lynn Gilder

136 Almon C. Hill Drive

Cumming Georgia 30040

Foodservice Test Kitchen Room #192

CONTRACTOR QUALIFICATIONS:

Only qualified companies will be allowed to submit a bid. The following criteria must be met before a potential contractor is qualified:

Approved Processor-- Company must be an approved processor with the Georgia Dept. of Education Food Distribution Unit for the commodity and end product being requested by the time the first order is placed.

Product Line—The potential contractor shall provide proof that all items listed in Specification Section are offered through USDA commodity processing program.

Financial Capacity—the potential contractor shall have financing adequate to process items in the most economical quantities. At the request of the school district the potential contractor shall provide three (3) written references to document adequate financial capacity.

Service Level—If the school district does not have adequate historical data to determine the contractor's ability to comply with the service level requirement outlined in the Bid, three (3) letters of reference from previous school district customers shall be provided.

Accounting Practices—A potential contractor must clearly demonstrate to school district officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Moreover, a potential contractor must demonstrate the capability to spontaneously provide data for periodic reviews of prices by school district officials.

CONTRACTUAL INTEGRITY:

The successful bidder shall be the sole supplier for awarded items and will be obligated to fill all orders throughout the contract period. Shipments of items with brand names/code numbers on specifications other than those listed on the bid will be rejected or returned to the distributor or processor at the

processor's expense unless prior approval has been given to the processor from the Forsyth County Food and Nutrition Service Director. Continuous instances of default may result in cancellation of the contract and removal of bidder from approved vendor list.

All items shall be subject to inspection after arrival at destination. If any items are found to be defective, or otherwise not in conformity with the specification requirements, the school system shall have the right to reject such articles. It will be the responsibility of the processor to defray any cost involved in the delivery and return of rejected articles.

Random sampling and testing of products received will be performed. Should any item fail to meet specifications, quality or condition as awarded, the Forsyth County Board of Education shall require the vendor to remove any such item from every school, provide full credit to the system for the total amount of product removed, and provide reimbursement for any costs incurred. If Federal/State reimbursement is lost because of failure to meet the terms of this contract, the Forsyth County Board of Education will require the bidder to pay a dollar amount equal to the cost of the product and reimbursement lost.

In addition, the Forsyth County Board of Education may remove the processor's name from the bidder's list and restrict the company or any representative of the company from participating in future bids. Processor shall not submit a bid for the contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when any of the following has a financial or other interest in the firm:

- A. An employee, officer or agent of the local school system.
- B. Any member of the immediate family of the above persons.
- C. The partner of any of the above-named persons.

PIGGY BACK CLAUSE

Other school nutrition programs of school districts in the state of Georgia may be able to, if mutually acceptable to both parties, reference the bid quotes submitted for this commodity processing bid to process their allocated commodities for the same end products.

DELIVERIES for Net Off Invoice Processing

Delivery of processed items will be coordinated with the Food Service Director or designee, and the distribution warehouse *as specified*. Product in full-case quantities shall have an identification mark on the outside of the case for easy view by the receiving personnel.

PAYMENT

Payment for product shipped to the distributor and delivered to Forsyth County schools using the Net Off Invoice (NOI) Pass Thru Value system will be coordinated between the distributor and the FNS Bookkeeper at 136 Almon C. Hill Drive, Cumming, Georgia 30040. Payment will be made on itemized invoices with the prices stipulated herein for items delivered and accepted. Payment will normally be made at the end of thirty days or by the tenth working day of the month following purchase.

BID AWARD EVALUATION:

The Forsyth County Board of Education reserves the right to reject any and all bids in whole or in part, and/or to accept the bids in whole or in part that in its judgment will be in the best interest of the School Food and Nutrition Program. Price alone will not be the determining factor of bid award. Consideration will also be given to student preference and acceptance of products (40%), nutritional attributes (40%), compatibility with menus, acceptable delivery and service, and cost per serving (20%). The Board reserves the right to waive the formalities to bid opening and awarding. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.

2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

Should any dispute arise as a result of this bid, the dispute will be settled in accordance with Georgia Laws.

Forsyth County Board of Education may by written notice, thirty (30) days in advance, terminate this contract in whole or in part. If contract termination results due to failure of the vendor to perform any of the provisions herein, the vendor will be liable for damage, including excess cost of repurchasing like product.

In the event the vendor wishes to cancel the contract in part or in whole, written notification-stating reasons for cancellation must be given thirty (30) working days in advance. At such time the vendor will be required to bear all expenses for re-bidding and may be removed from the approved vendor list for a minimum for one (1) year.

TOBACCO/DRUG FREE ENVIRONMENT

The use of tobacco, alcohol and/or other illegal drugs is prohibited on all Forsyth County Board of Education properties.