

Hall County Board of Education
School Nutrition Program

**REQUEST FOR PROPOSAL
PRODUCE AND FRESH EGGS
ITB 19-009**

Issued on: May 22, 2018
Final Date for Written Questions: June 12, 2018
Bid Due Date: June 20, 2018

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.

TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1 – TRANSMITTAL PAGE.....	4
SECTION 2 – TERMS AND CONDITIONS.....	5
SECTION 3 – LAWS.....	9
SECTION 4 – ATTACHMENTS.....	25
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	25
ATTACHMENT B - FOOD SPECIFICATIONS.....	27
ATTACHMENT C – VENDOR QUESTIONNAIRE.....	28
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE.....	30
ATTACHMENT E – SCHOOLS AND ADDRESSES.....	34
ATTACHMENT F – SY19 SCHOOL CALENDAR.....	35

DEFINITIONS

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

BOE - Board of Education

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the 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.

Solicitation - A document used by the 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 offers' must fulfill, and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program

SNP - School Nutrition Program

SECTION 2 TERMS AND CONDITIONS

1. The vendor must have the ability to service the school district according to the contract.
2. The Hall County School Nutrition Program reserves the right to reject any or all bids. The contract will be awarded to the vendor whose offer is judged to be most advantageous to Hall County School Nutrition Program in the areas of price, frequency of delivery, local purchasing, service capabilities and any other factors specific to the commodity. **Price alone will not be the determining factor in this RFP.** Priority will be given to category pricing and not line item.

Category	Maximum Score
Price	50
Frequency of Deliveries	20
Local Purchasing	15
Service Capability	15

3. Proposals must be on forms furnished with this Request for Proposal. They must be mailed or delivered to the Hall County Board of Education, School Nutrition Program, 711 Green Street, Gainesville, GA, 30501 in a sealed envelope marked with your company name and the RFP# 19-009 clearly marked on the outside of the envelope. Please allow ample time for delivery. **Proposals received late will not be considered for award.** Pricing must be included with the sealed hard copy of the proposal, as well as sent electronically by email as an Excel document to sara.sheridan@hallco.org or martha.rusk@hallco.org by closing date.
4. Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by Hall/SNP. Each vendor is required to furnish all information requested in the Request for Proposal.
5. The original must be received at the Hall County Board of Education, Attention: Martha Rusk, 711 Green Street, Gainesville, Georgia, 30501, no later than time and date set forth in the Request for Proposal.
6. Responses are due by mail or hand delivery no later than the date and time set forth in this Request for Proposal.
7. Any proposal received after the designated time will be deemed late and will not be considered by the Hall SNP. Telephone or fax quotations in lieu of RFP Form will not be

accepted. Hall SNP cannot be responsible for lateness of receipt due to delivery delays.

8. Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.
9. Each vendor is responsible for having knowledge and understanding of all applicable State of Georgia Code and Federal regulations or policies pertaining to this procurement.
10. The contractor, by submission of a bid or acceptance of a contract, agrees to provide the goods and services covered under the bid without discrimination in any way against any persons or refuse employment of any person or persons due to color, religion, national origin or sex.
11. The Hall County School Nutrition Program requires the distributor extend proper insurance coverage over the products received to protect against loss or damage until possession of the product takes place. The coverage shall include loss of products at the full market value should a disaster occur.
12. Quotations must be verified before submission of the bid, as it cannot be withdrawn, corrected or altered in any way after submission.
13. The Hall County School Nutrition Program may elect to terminate the order to buy for any reason or cause upon the issuance of a thirty-day written notice, without penalty or violating the rights of the successful proposal. The Hall County School Nutrition Program reserves the right to renew or extend this contract or any portion thereof, for up to four twelve month periods, upon mutual agreement in writing.
14. The Hall County School Nutrition Program will consider individual product price changes as part of an extension contract. Product price changes may not exceed the U.S, Department of Labor Bureau of Labor statistics Southeast LS region not seasonally adjusted consumer price index percentage change annual average for the previous 12 months.
15. All communications concerning this RFP must be submitted **in writing** to the Hall County BOE, School Nutrition Program. Email to sara.sheridan@hallco.org or martha.rusk@hallco.org is the preferred method of communication. Only written questions submitted via email or fax (770-287-3602) will be accepted. No response other than written, distributed by the School Nutrition Program will be binding upon Hall County Board of Education. Other departments may be called upon for clarification in their area of expertise at the discretion of the SNP. Questions must be received by June 12, 2018, at 2:00 p.m. Questions will be answered in writing and sent to all participating vendors through the email. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason. Violation of this provision may result in rejection of

the response.

16. Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. Hall County SNP shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If Hall County SNP determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.
17. A vendor's failure to deliver any items/services according to specifications set forth in this RFP may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from Hall County BOE property at the sole cost of the vendor. The Hall/SNP reserves the right to accept or reject any or all offers, or to accept any part of an offer without accepting the whole thereof, or to accept such an offer as they deem to be in the best interest of the Hall SNP.
18. Before performing any work on the awarded contract, the successful vendor shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia. Proof of insurance must be provided at the request of Hall County School System at any point of the evaluation process before the RFP is awarded and during the life of the contract.

Workers Compensation (WC): Statutory Limits – required in all
contracts Bodily injury by Accident – each employee \$ 100,000
Bodily injury by Disease – each employee \$ 100,000
Bodily Injury by Disease – policy limit \$ 500,000

NO EXEMPTIONS

Commercial General Liability
(CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Liquor Liability (When applicable)	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the “the Board, its officers and/or officials, employees and agents” as an additional insured under the commercial general, automobile, and liquor liability policies.

SECTION 3 LAWS

This contract between Hall County Board of Education, School Nutrition and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

All edible grocery products furnished to the Hall County Board of Education shall comply with the latest standards and regulations established by Federal Laws, including the Federal Food, Drug and Cosmetic Act and the United States Department of Agriculture for the grade specified; except for canned fish items which shall comply with the dates standards and regulations established by Federal Laws, including Federal Food, Drug, and Cosmetic Act and the United States Department of the Interior.

I. **DEBARRED, SUSPENDED, AND INELIGIBLE STATUS:**

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

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

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

II. **CONTRACT TERM AND 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 Renewal. The Board/SFA shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to year basis by

giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the SFA, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the SFA and the Contractor.

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 PROVISION REQUIREMENTS:

Contractors must comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto of the United States. The Buy American provision (7 CFR Part 210.21 (d) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

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:

- (i) 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;
- (ii) 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;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidders 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:

- (i) 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;
- (ii) The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or Hall County Board of Education 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;
- (v) 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;
- (vi) The Contractor has engaged in conduct that has or may expose the School Food Authority or the Hall County Board of Education to liability, as determined in the School Food Authority's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Hall County Board of Education, 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:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) 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,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable

remedies.

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:

- (i) 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
- (ii) 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:

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) 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

(v) 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 Contactor.

V. HUB STATEMENT:

It is the intent of the Hall County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. (7CFR3016.36(e)).

VI. CLEAN AIR AND WATER ACT:

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 violation Facilities. The 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.

VII. CIVIL RIGHTS:

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) 7205964 (voice and TDD). USDA is an equal opportunity provider and employer.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY:

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 AND CONSERVATION ACT:

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 64-163, 89 Stat.871).

X. RECORD RETENTION REQUIREMENT:

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 Hall County Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Hall County Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

XI. PROTEST PROCEDURES:

Any protest arising from this solicitation and award shall be made in writing and shall be delivered to the Hall County School Nutrition at 711 Green Street, Gainesville, Georgia, 30501. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- The name, address, and telephone number of the protester.
- The signature of the protester or an authorized representative of the protester.

- Identification of the purchasing agency and the solicitation or contract number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- The form of relief requested.

The Hall County 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.

XII. CODE OF CONDUCT

Per regulation 7CFR3016.36(3):

CODE OF CONDUCT HALL COUNTY SCHOOL NUTRITION PROGRAM

The following conduct will be expected of all persons who are engaged in the award and administration of contract supported by Child Nutrition Program funds.

No employee, officer, or agent of Hall County Board of Education shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

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

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

The Hall County Board of Education employees, agents, or officers shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

The purchase on a school premise of any food or service from a contractor for individual use is prohibited.

The removal of any food, supplies, or equipment is prohibited.

The outside sale of such items as used oil, empty cans, etc., will be sold by contract between the Hall County Board of Education and the outside agency.

Failure of any employee to abide by the above-stated code could result in a fine, suspension, or both, or dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Director at (770)534-1080. Hall County Board of Education will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the school food authority.

We, the undersigned, have read and discussed this code and fully agree to abide by the guidelines set forth in this Code of Conduct.

XIII. AWARD: The Hall County School Nutrition Program reserves the right to reject any or all bids. The contract will be awarded to the vendor whose offer is judged to be most advantageous to Hall County School Nutrition Program in the areas of price, frequency of delivery, service capability, local purchasing and any other factors specific to the commodity. **Price alone will not be the determining factor in this RFP.**

XIV. NON-COLLUSION STATEMENT:

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per O.C.G.A.50-5-67. I further certify that the provisions of the official code of Georgia annotated 45- 10-20 et seq. have not and will not be violated in any respect."

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

XV. COPYRIGHTS AND PATENTS:

48 CFR-Chapter1-Subchapter H-Part 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

- i. The Contractor shall report to the SFA 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.
- ii. 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, which requested the Contracting officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information all be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- iii. The contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

Patent Indemnity 52.227-3:

- i. 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.
- ii. 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 regulation to participate in its defense. Further, this indemnity shall not apply to—
 - a. 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 of equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor.
 - b. 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
 - c. A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

XVI. ORIGINALITY AND TITLE TO CONCEPTS, MATERIAL, AND GOODS PRODUCED:

The contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State/SFA pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interest, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the SFA’s use of same and the exercise by the SFA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

XVII. CERTIFICATION AND DISCLOSURE:

Title 7: Agriculture

[PART 3018—NEW RESTRICTIONS ON LOBBYING Subpart F—Agency Reports](#)

Appendix A to Part 3018—Certification Regarding Lobbying

Certification for 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 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 of 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 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.

Attachment D—Disclosure Form To Report Lobbying

Forms have been attached to the bid for your convenience. Forms must be submitted with the bid.

SECTION 3 SPECIAL TERMS AND CONDITIONS

PURPOSE AND OBJECTIVE- The Hall County Board of Education, School Nutrition Program, is accepting proposals for delivery of produce and fresh eggs to all schools Hall County School System.

1. QUANTITY:

- a. The estimated quantities of items specified herein are based upon the best information obtainable and represent the estimated and not the actual amounts, which may be required during the contract period. The fact that specific quantities cannot be determined will not relieve the above named Board of Education of their obligation to order from the successful bidder, all produce and fresh eggs which, in judgment of the School Nutrition Director may be needed, and shall not in any case relieve the successful vendor of its obligation to fill all orders which may be required during the contract period.
- b. Estimated quantities which are not ordered prior to expiration of the period specified, or termination of the contract, shall stand automatically canceled.
- c. The projected quantities to be used by the Hall County School Nutrition Program are shown on the attached Price Sheet.

2. ORDERS:

- a. The individual cafeteria manager shall place order weekly based on needs to be conveyed as agreed up on by individual districts.
- b. Weekly deliveries must contain quantities of each type of items ordered.
- c. No personal orders can be taken and/or delivered.

3. EXCLUSIVITY:

- a. The school district agrees to use the designated vendor as an exclusive source for produce except for the time period when purchases are being made under the Department of Defense (DOD) purchasing program. The only other exceptions might be in time of emergency when purchases from another source might be necessary to complete meal service or during special "Farm to School" promotions sponsored by the local education agency, Georgia Department of Agriculture, or Georgia Department of Education.
- b. Schools will purchase DOD produce until funds are depleted. Items not on the DOD list and items for the Fresh Fruits and Vegetables Program will be purchased through the designated vendor.

4. DELIVERY:

- a. Delivery shall be made to all schools each week. The district shall arrange delivery times and days. The deliveries can be split into two days. Deliveries should be made during 7:00am and 2:30pm.
- b. 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 district and the successful vendor.
- c. Delivery schedules shall be submitted to the School Nutrition Director for prior approval and shall remain constant from delivery to delivery.

- d. Drivers shall place product delivered in the cooler or dry storage area, whichever is designated by the manager.
- e. Vendors will not have access to school sites during except during delivery time stated.

5. LOCAL REPRESENTATIVE:

The Hall County Schools requires that the successful vendor have a local representative assigned to this area to coordinate shipments and work closely with the school system should problems arise. **Representatives are not allowed to call on individual schools to sell products.**

6. HACCP REQUIREMENTS:

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

The successful bidder(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- i. traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- ii. provision of 24/7 accessibility to successful bidder(s) staff in the event of a food/USDA Hold/Recall
- iii. public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide ability to District of conducting a mock recall for product once per year. Bidder(s) will be responsible for all costs associated with replacement product, including but not limited to labor, shipping charges and product credit.

7. DAMAGED OR UNSUITABLE PRODUCT:

The successful contractor will pick up damaged and/or unsuitable product. Hall County Schools will be given credit for all damaged and/or unsuitable product. Vendor may have the options to replace damaged and /or unsuitable product.

8. BILLING:

- a. Invoices shall be dated as the date items are delivered.
- b. The vendors invoice shall be left at the time of delivery and should agree with the product delivered.
- c. The vendor shall leave 2 copies of the invoice.
- d. In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice.
- e. The credit, or debit in regards to deliveries or pickups, shall be sent to the School Nutrition Program.
- f. The credit or debit shall show the original invoice number, date, and error being corrected.
- g. Delivery tickets will not be changed due to pricing errors in over billing and will be held for payment until credits are issued. These credits should be mailed directly to the School Nutrition Program. All invoices are to clearly indicate the school name and the "account name" such as Food Service, After School Care, etc.
- h. All handwritten invoices shall be marked "actual" invoice unless it will be re-billed on a

- computer generated ticket.
- i. Monthly statements shall be submitted to the School Nutrition Program involved in this bid (see attached address) attention: Hall County School Nutrition Attn: Jackie Lawton 711 Green Street, Gainesville, GA, 30501.
 - j. Hall County School Nutrition reserves the right to participate in 2% / Net 10 terms when applicable. Otherwise, Hall County School Nutrition pays monthly.

9. PAYMENTS:

SNP will make payment monthly of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made monthly under conditions as above.

10. AUDITS: Hall County School Nutrition will be allowed to conduct audits on price list. Using the USDA Marketing Services.

11. TEMPERATURE:

Produce should be held and delivered according to recognized food safety HACCP standards.

12. PRODUCT REQUIREMENTS:

All fresh produce and eggs are to be first quality unless otherwise indicated below. Nutrition manager shall reject any and all product that does not meet first quality standards. Hall County Board of Education, School Nutrition Department reserves the right to conduct a cost analysis of fresh produce based on market price reports from various reporting agencies. Successful bidder may be asked to verify pricing discrepancies from an independent third party. Successful bidder is required to notify the nutrition department of all product recalls immediately via phone call or email.

13. EVALUATION SCORING CRITERIA:

The selection of a Contractor will be based on the review of several key elements in the proposals submitted. They include, but are not limited to the following criteria:

#	Description	Points Possible
1	Price	50
2	Frequency of Deliveries	20
3	Local Purchasing	15
4	Service Capability	15
	TOTAL POINTS	100

14. **ADDITIONAL ITEMS:** If, during the contract period, new products are brought to the attention of the School Nutrition Department, such products may be added to this contract if determined by Hall County School Nutrition that it would be in the best interest of the program. Such products and prices must be approved by the School Nutrition Coordinator and the Purchasing Specialist (or their assignees) before the items may be added to the contract. All proper procurement procedures will be followed on new items.

ATTACHMENT A - CONTRACT SIGNATURE PAGE

THIS CONTRACT SIGNATURE PAGE MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Produce and Fresh Eggs** to the Hall County School Systems and do agree to all terms and conditions by signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives authorization. In the event vendors fail to comply, they will be considered to be in breach of contract and they may be removed from the vendors' list.

Company Name

Representative's Signature (Must be signed in ink)

Address

Representative's Name (Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated,

Fax Number will be determined to be net 30 days).

Signing the Contract Signature Page affirms that the original RFP document has not been altered in any way.

Upon notice of Award, this page will become the prevailing Contract Signature Page between your organization and the HALL County School Systems.

Signature of this Contract Signature Page confirms that Proposer acknowledges and complies with all applicable U.S. Department of Agriculture requirements associated with the products and services in this contract.

Please initial each page of this document and submit a copy with requested product information and quote spreadsheet. Your initials will give assurance that you have read and understand the RFP.

RFP CHECKLIST

Failure to submit any item on the checklist will result in an incomplete bid submission and exclusion from bid quote analysis.

_____ Initialed pages of RFP

_____ Completed Price Sheet (Attachment A)

_____ Completed Contract Agreement

_____ Completed Vendor Questionnaire (Attachment B)

_____ Addresses to Hall County Schools Delivery Locations (Attachment D)

_____ Full Lobby Form (Attachment C)

ATTACHMENT B – PRODUCE SPECIFICATIONS AND PRICE LIST

Specifications will replace this page

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 PRICE OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

ATTACHMENT C – VENDOR QUESTIONNAIRE

Questionnaire information will be utilized in the evaluation of this Proposal. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed “non-responsive” and eliminated from consideration.

1. How long have you been in business?

2. Give us background information on your company including delivery and warehousing capabilities.

3. Describe your ordering capabilities: electronic via your website, email from individual schools, consolidated email from school district central office, fax, phone, etc.

4. Have you done business with other school systems? Yes____No ____
 - If so, please list:

5. Will your company be able to deliver to all schools in Attachment D? Yes_____ No_____

6. List at least two references where you have conducted a significant volume of business. Give name, email address, and phone number.

7. Please explain: In an emergency, how would you be able to deliver produce on a non-delivery day?

8. Also explain if a school needed extra produce during the week would you be able to deliver it when needed.

9. Are you HACCP or GAP (Good Agricultural Practices and Good Handling Practices)

Certified?

Yes _____ No _____

10. Does your company purchase produce from a farm in Hall County? Yes__No,

If yes, please list the names of the Hall County farms where you purchase produce:

11. Does your company purchase produce from a farm within a 125-mile radius of Gainesville, Georgia? Yes _____ No _____

If yes, please list the farm name and miles from Gainesville, Georgia:

12. If a school needed extra produce during the week, would you be able to deliver it? Explain how.

13. What is your policy and procedure to provide "Farm to School" produce using local items? (*Local means Georgia Grown or grown in states that border Georgia*)

Signature of Vendor

Name of Company

Address

City, State, and Zip Code

ATTACHMENT D – LOBBYING FORM AND DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0346-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (first name, first name, MI): _____
11. Information requested through 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		Authorized for Local Reproduction Standard Form - LLL (Rev. 7/97)

Electronic Form Version Designed in Adobe 7.1 Version

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the invitation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

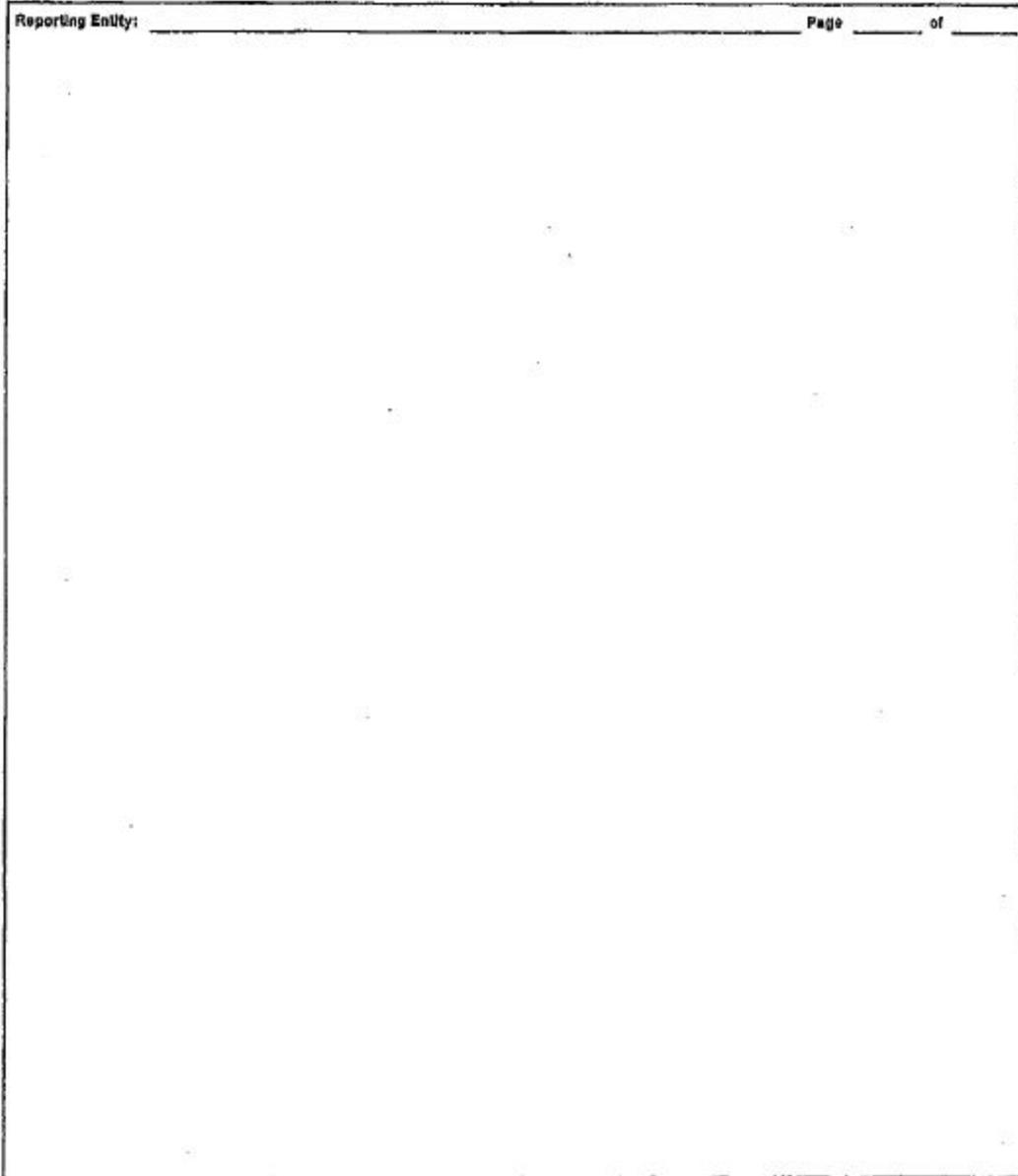
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 check "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all Boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0348-0046. The time required to complete this information is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



Authorized for Local Reproduction
Standard Form - LLL-A (Rev. 7/07)

ATTACHMENT E – SCHOOLS AND ADDRESSES

School Name	School Address	Manager
Cherokee Bluff High	6603 Spout Springs Road, Flowery Branch, GA 30542	Tara Fields
Cherokee Bluff Middle	6603 Spout Springs Road, Flowery Branch, GA 30542	Tara Fields
Chestatee High	3005 Sardis Road, Gainesville, GA 30506	Sandy Entrekin
Chestatee Middle	2740 Fran Mar Drive, Gainesville, Ga 30506	Philip Nelson
Chestnut Mtn. Elementary	4841 Union Church Road, Flowery Branch, GA 30542	Mae Lee
Chicopee Woods Elementary	2090 Calvary Church Road, Gainesville, GA 30507	Erica Nicole Smith
Davis Middle	4335 Falcon Parkway, Flowery Branch, GA 30542	Regina Wainer
East Hall High	3534 East Hall Road, Gainesville, GA 30507	Kaye Dalton
East Hall Middle	4120 East Hall Road, Gainesville, GA 30507	Penny Whitmire
Flowery Branch Elementary	5544 Radford Road, Flowery Branch, GA 30542	Trish Hortman
Flowery Branch High	4450 Hog Mountain Road, Flowery Branch, Ga 30542	Christine Tithof
Friendship Elementary	4450 Friendship Road, Buford, GA 30519	Brenda Byers
Johnson High	3305 Poplar Springs Road, Gainesville, GA 30507	Tracy Jones
Jones Elementary	6th Street, Gainesville, GA 30504	Becky Martin
Lanier Elementary	4782 Thompson Bridge Road, Gainesville, GA 30506	Lisa Hernandez
Lanier Career Academy	2723 Tumbling Creek Road, Gainesville, GA 30504	Kellie Hoffman
Lula Elementary	6130 Chattahoochee Street, Lula, GA 30554	Wanda Gee
Lyman Hall Elementary	2150 Memorial Park Drive, Gainesville, GA 30501	Kim Gaddis
Martin Elementary	4216 Martin Road, Flowery Branch, GA 30542	Liz Coolidge
McEver Elementary	3265 Montgomery Drive, Gainesville, GA 30504	Ben Tanner
Mt. Vernon Elementary	4844 Jim Hood Road, Gainesville, GA 30506	Angela Sosebee
Myers Elementary	2676 Candler Road, Gainesville, GA 30507	Tammy Wright
North Hall High	4885 Mount Vernon Road, Gainesville, GA 30506	Betty Shubert-Wood
North Hall Middle	4856 Rilla Road, Gainesville, GA 30506	Renee Goss
Oakwood Elementary	4500 Allen Street, Oakwood, GA 30566	Robin Anderson
Riverbend Elementary	1742 Cleveland Highway, Gainesville, GA 30501	April Chandler
Sardis Elementary	2805 Sardis Road, Gainesville, GA 30506	Karen Soles
South Hall Middle	3215 Poplar Springs Road, Gainesville, GA 30507	Jackie Ledford
Spout Springs Elementary	6640 Spout Springs Road, Flowery Branch, GA 30542	Ashly Huss
Sugar Hill Elementary	3259 Athens Highway, Gainesville, GA 30507	Tammy Free
Tadmore Elementary	3278 Gillsville Highway, Gainesville, GA 30507	Wanda Williams
Wauka Mtn. Elementary	5850 Brookton Lula Road, Gainesville, GA 30506	Regina Jackson
West Hall High	5500 McEver Road, Oakwood, GA 30566	Karen Rail-Harrington
West Hall Middle	5470 McEver Road, Oakwood, GA 30566	Kelly Cox
White Sulphur Elementary	2480 Old Cornelia Highway, Gainesville, GA 30507	Wanda Tumlin
World Language Academy	4670 Winder Highway, Flowery Branch, GA 30542	Jessica Pollard

ATTACHMENT F – SY19 SCHOOL CALENDAR

July 2018							August 2018							September 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	29	30	31	(19)	23	24	25	26**	27	28	29
29	30	31												30						(19/38)

October 2018							November 2018							December 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	4	5	6	7	8	9	10	2	3	4	5	6	7	8
8	9	10	11	12	13	14	11	12	13	14	15	16	17	9	10	11	12	13	14	15
15	16	17	18	19	20	21	18	19	20	21	22	23	24	16	17	18	19	20	21	22
22	23	24	25	26	27	28	25	26	27	28	29	30		23	24	25	26	27	28	29
29	30	31												30	31					(11/86)

January 2019							February 2019							March 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27**	28			24	25	26	27	28	29	30
														31						(20/145)

April 2019							May 2019							June 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

	Pre-Planning	Open House (4-7 PM)	System PL	School PL/Workday	Post-Planning
Elementary School	Aug. 1,2,3,6	Aug. 6	Aug. 2	Dec. 18, Jan. 2, Feb. 18, March 22	May 28, 29
Middle School	Aug. 1,2,3,6	Aug. 2	Aug. 3	Dec. 18, Jan. 2, Feb. 18, March 22	May 28, 29
High School	Aug. 1,2,3,6	Aug. 1	Aug. 3	Dec. 18, Jan. 2, Feb. 18, March 22	May 28, 29

Holiday (Students &/or Staff)

Teacher Workdays/PL

School Days for Students

New Teacher Orientation

Teacher Make-Up Snow Day

July 26, 27 - Middle & High School

New Student Registration
8:30AM - 3:30PM

First Semester Ends December 17, 2018

Second Semester Ends May 24, 2019

(180 - Students; 190 - Teachers)

**** HIGH SCHOOL ONLY - SCHOOL FROM HOME**

In case of 4 days of INCLEMENT WEATHER, STUDENT make-up days would be Feb.18, March 22, May 28 & May 29. Teacher workdays would move to May 30 & May 31.

Final Approved by Hall County BOE - 2/27/17