

Hall County Board of Education

School Nutrition Program
711 Green Street
Gainesville, GA 30501

INVITATION TO BID
FFS Beef Processing
ITB 21-001

Issued on: January 28, 2020
Final Date for Written Questions: February 11, 2020
Bid Due Date: February 28, 2020 at 2:00 pm

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).

This institution is an equal opportunity provider.

TRANSMITTAL PAGE

The Hall County School Board of Education, School Nutrition Program (SNP) is soliciting sealed bids for Processing Beef Products for the bid period June 1, 2020 through July 31, 2021. Bids are due by February 28, 2020 at 2:00 p.m. Bids shall be emailed AND mailed or delivered to the Hall County School Board of Education, School Nutrition Program, 711 Green Street, Gainesville, Georgia 30501. Facsimiles will not be accepted. Bids must be enclosed in a sealed envelope and marked with the company name, date, and "ITB for Processed Beef Products". Bids must be submitted on our original bid pricing sheet, as well as in electronic format (USB or email attachment in Excel format- no PDFs). Bids must be filled in completely to be considered.

Questions regarding this Invitation to Bid shall be directed to Sara Sheridan, School Nutrition Coordinator, sara.sheridan@hallco.org, 770-534-1080. Questions must be received by February 11, 2020.

All bids will be opened publicly in the School Nutrition office, on Friday, February 28, 2020, at 2:00pm. Hall County School Board of Education, School Nutrition Program, 711 Green Street, Gainesville, GA 30501. Bids will be awarded within 25 working days.

If any potential bidder is in doubt as to the true meaning of this invitation to bid, he or she may submit to Martha Rusk, Purchasing Specialist, 711 Green Street, Gainesville, GA 30501, a request for an interpretation thereof mailed or delivered to each person receiving an invitation to bid. The Hall County School Nutrition Program Board of Education will not be responsible for any other explanation of date set for receipt of bids. Vendors shall not submit to 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 named persons.
- c. The partner of any of the above named persons.

The undersigned offers and agrees to furnish any and/or all of the items upon which prices are quoted at the price set opposite each item in the quantity and quality as stated on bid and be delivered to the point specified. This contract shall be binding for the period stipulated. Termination of this contract will be immediate if the contractor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreement of both parties.

Bid Submittals: Submit the End Product Data Schedules, Nutritional Analysis, Ingredient Statements, and the completed spreadsheet disclosing the Fee for Service, Modified Fee for Service or NOI status and yield information on both electronic media clearly identified. Electronic media must be in a protective sleeve. Commodity item numbers and commercial equivalent item numbers must be submitted.

DEFINITIONS

- a) **Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** - A firm, individual, or corporation submitting a bid in response to this ITB.
- c) **Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.
- d) **Contractor** - The provider of the goods and/ or services under the Contract.
- e) **Contract Documents** - 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.
- f) **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.
- g) **Dry Food Product**- A dry product that does NOT require freezing or refrigeration.
- h) **Invitation to Bid (ITB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An ITB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The ITB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- i) **Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.
- j) **Purchase Unit** - The package configuration (case, carton, box, bag, etc) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.
- k) **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' or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.
- l) **NSLP** - National School Lunch Program
- m) **SBP** - School Breakfast Program

CONDITIONS AND INSTRUCTIONS:

1. Vendors must provide a certified nutrient analysis for each product item on which they bid. If the analysis is not provided, the item may not be considered. Ingredient and serving size information is also required.
2. The vendor must have the ability to service our school district according to the bid contract.
3. The bidder may bid on any one or more items or categories. It is expressly stipulated that the Hall County School Nutrition Program may award on individual items or on a lump sum basis. The Hall County School Nutrition Program reserves the right to reject any or all bids. The bid will be awarded to the bidder whose bid is judged to be most advantageous to Hall County School Nutrition Program in the areas of price, quality of goods, nutrition specifications, pre-approved brands, service capabilities, references, performance history, location and any other factors specific to the commodity. Price alone will not be the determining factor in this bid. Priority will be given to category pricing and not line item.
4. Prices quoted shall be for 12 months for the period of June 1, 2020 through July 31, 2021, with an option to renew up to four years, each for an additional period of twelve months. Bids shall include all charges for packing. Prices quoted will be tax free. Tax exemption forms will be provided upon request. Note that where a specific brand (or brands) is listed, it is pre-approved and no other brand is acceptable unless an addendum is provided specifying another approved brand. Fuel surcharges will not be added to invoices.
5. No products will be considered which contain partially hydrogenated oils. All items submitted must help meet USDA Meal Pattern guidelines, which favor reduced fat and sodium food products, as well as whole grain breadings.
6. Fee per case/pound, brand name and packer location must be stated for each item bid. Bids failing to indicate this information will not be considered. Shipment must be in agreement with the bid and purchase order. All cases must be labeled as to the contents and conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act. All items must meet the USDA Buy American Requirement.
7. The processor may NOT substitute commercially purchased foods for donated foods that are delivered from a USDA vendor.
8. In case the successful bidder is unable to furnish the pre-approved brand, a lower quality product may not be substituted. A higher quality product may be given at bid price. Notification of the change must be made to the School Nutrition Coordinator or Purchasing Specialist before delivery. The Hall County School Nutrition Program reserves the right to terminate the bid if a lower quality product is supplied without prior approval.
9. All supplies shall be subject to inspection after arrival at destination. In any instance where the drained or net weight, quality or condition of the item is questioned the Hall County School Nutrition Program reserves the right to return the product at the vendor's expense.
10. Bidders are not restricted to these specifications but may bid products that meet or exceed these specifications. Samples and nutrition content of alternate bids must be provided, if requested.

11. 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.
12. The Hall County School System does not discriminate on the basis of race, color, religion, sex, natural origin, age disability, marital status or sexual orientation in any of its employment practices, education programs, services or activities.
13. The bidder is quoting the processing fee only and agrees to accept the USDA product identified for process from the school district. After the bid has been awarded or extended with market increases, the prices and products are secure for a minimum of 90 days. No changes in prices or products will be accepted without approval from the Hall County School Nutrition Program. If a processor shows serious lack of ability to supply products, another processor will be chosen with an expedient transition as possible. Should for any reason the market value dramatically escalate and a processor cannot maintain an original quote, the processor must provide the Hall County School Nutrition Program documentation in writing by a third party confirming the reason for a price increase, The processor must continue to supply the product at the awarded price for 30 days after written documentation is received, thus allowing time for confirmation.
14. The Hall County School Nutrition Program requires that 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.
15. Quotations must be verified before submission of the bid, as it cannot be withdrawn, corrected or altered in any way after submission.
16. Invoices must be originals. Computer generated invoices are required. Invoices (barring problems) will be paid within 30 days of receipt of invoice and delivery of products. Invoices must contain the following information: purchase order number, item number, item description, quantity, unit price and extended totals.
17. 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.
18. The Hall County School Nutrition Program should not incur delays in delivery of end product due to Processor's lack of inventory as the result of Hall County School Nutrition Program's assigned delivery order being manufactured and sold to another customer. If delays occur, Processor must provide commercial product of equal or greater quality to USDA specification to produce desired end product. The processor holds liability of commodity value and fee for service value of end product until delivery has been finalized at the delivery location. The Hall County School Nutrition Program will make a best effort to consume all end products within the school year. If additional commodity is ordered and diverted after initial requisition via WEBSCM, thus creating a late spring 2019 arrival of commodity to Processor, the Hall County School Nutrition Program will require a hold over balance through summer of 2019.

19. 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.
20. In the event of a product recall, processor must notify HCSN with the reason for the recall, lot numbers/products affected, and instructions on how to handle/dispose of product.

LAWS

This contract between Hall County School Board of Education 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 HCSS 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.

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 2 CFR 200.213.

The 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 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The 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.

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.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

"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."

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

Contract Term and Renewal: The Contract between the Board/SNP and the Contractor shall begin and end on the dates specified in the ITB, 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.

Buy American Act-7 CFR 210.21: 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.

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 Contractor.

Hub Statement: It is the intent of the Hall County School Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. (2 CFR §200.321)

- (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Contract Work Hours/Safety Standards: All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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 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.

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

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.

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.

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 94-163, 89 Stat.871).

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.

Protest Procedures: Any protest arising from this solicitation and award shall be made in writing and shall be delivered to the Hall County Schools Superintendent, as the acting protest official of the SFA at Gainesville, GA, 30501. The protest shall be filed no later than ten (10) days from the award notice and shall include:

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

The Hall County School 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.

Award to Lowest Responsive, Responsible Bidder: The SFA reserves the right to award to the lowest responsive, responsible bidder. This may result in awards to other than the lowest bidder, or to the reject any and all bids, if such action would result in the “best value” for the SFA.

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.

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

- a) 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.
- b) 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.

- c) 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:

- a) 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.
- b) 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—
 - 1. 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.
 - 2. 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
 - 3. A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

Originality and Title to Concepts, Material, and Goods Produced: 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.

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 .

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.

Appendix B to Part 3018—Disclosure Form To Report Lobbying

Forms may be downloaded from the link to Code of Federal Regulations below OR, they have been attached to the bid for your convenience. Forms must be submitted with the bid.

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=80047a9f2575514a4566c18837dd9cba&c=ecfr&tpl=/ecfrbrowse/Title07/7tab_02.tpl

HALL COUNTY SCHOOL NUTRITION PROGRAM

711 Green Street
Gainesville, GA 30501
770-534-1080

Contract Agreement

I, the undersigned, acknowledge that I have read the bid document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject any or my entire bid.

Company Name

Representative's Signature (In Ink)

Company Address

Representative's Name (Print)

City, State, Zip Code

E-mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated
will be determined to be net 30 days)

Fax Number

The above acknowledgement must be properly signed and firmly attached to your bid. This acknowledgement becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

LOBBYING FORM & DISCLOSURE
UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

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 checks "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

Approved by OMB
0348-0046

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 <i>(if individual, last name, first name, MI):</i> _____			b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i> _____		
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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Authorized for Local Reproduction
Standard Form - LLL-A (Rev. 7/97)

Please initial each page of this document and submit a copy with requested product information and quote spreadsheet.

BID CHECKLIST:

- _____ Initialed pages of bid conditions document
- _____ End Product Data Schedules for products bid including Nutritional Analysis
- _____ CN Crediting Statements
- _____ Ingredient Statement for Products
- _____ Proof of HACCP compliance
- _____ Completed Certification Regarding Lobbying
- _____ Completed Excel Worksheet – Attachment A

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

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **HALL COUNTY BOARD OF EDUCATION** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-verify Number (4 to 6 digit number)

Date of Authorization

Name of Contractor

HALL COUNTY BOARD OF EDUCATION

Name of Public Employer

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

Executed on _____, ___, 202__ 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 _____, 202__.

NOTARY PUBLIC

My Commission Expires:
