

Hall County Board of Education
School Nutrition Program

**INVITATION TO BID
FOOD PRODUCTS
ITB 21-003**

Issued on: March 2, 2020
Final Date for Written Questions: March 16, 2020
Bid Due Date: April 6, 2020

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TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1 - TRANSMITTAL PAGE	5
SECTION 2 - STANDARD TERMS AND CONDITIONS.....	9
SECTION 3 - SPECIAL TERMS AND CONDITIONS.....	20
SECTION 4 - ATTACHMENTS.....	30
ATTACHMENT A - CONTRACT SIGNATURE PAGE.....	30
ATTACHMENT B - FOOD SPECIFICATIONS.....	32
ATTACHMENT C – VENDOR BID FORM.....	33
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE.....	35
ATTACHMENT E – CONTRACTOR AFFIDAVIT.....	39
ATTACHMENT F –DEBARRED, SUSPENDED, INELIGIBLE STATUS FORM	40
ATTACHMENT G – SCHOOLS AND ADDRESSES.....	41
ATTACHMENT H – SY21 SCHOOL CALENDAR.....	42

DEFINITIONS

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

Bidder - A firm, individual, or corporation submitting a bid in response to this ITB.

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.

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

Contract Documents - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product- A dry product that does NOT require freezing or refrigeration.

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.

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.

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.

Solicitation - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material,

product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

NOI (Net Off Invoice) - An approved value pass through method for processing USDA Foods. The method of handling these end items containing USDA Foods on behalf of the RA is outlined in the mutually agreed upon **Net Off Invoice**/Processor Agreement between the Processor and the Distributor.

SBP - School Breakfast Program

SECTION 1 TRANSMITTAL PAGE

The Hall County School Board of Education, School Nutrition Program (SNP) is soliciting sealed bids for Food Products for the bid period July 1, 2020 through June 30, 2021. Bids are due by April 6, 2020 at 2:00 p.m. Bids shall be 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 Food Products". Line items must be submitted on our original bid pricing sheet, as well as in electronic format (USB or email attachment in Excel format- no PDFs or CDs). Bids must be filled in completely to be considered.

Questions regarding this Invitation to Bid shall be directed to Sara Sheridan, Nutrition Coordinator, sara.sheridan@hallco.org 770-534-1080x217. Questions must be received by March 16, 2020.

Bidders may download solicitations by going to <https://www.hallco.org/boe/site/active-rfps-bids/>.

I. INTENT

- a) It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Food Products to the Hall County Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the ITB and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this ITB, shall commence on July 1, 2020, and terminate on June 30, 2021.
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid

pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.

- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. **BID SUBMISSION PROCEDURES**

The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **"ITB for Food Products."**
- b) Bids must be received by the Board/SNP no later than 2:00 pm on April 6, 2020.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Hall County Board of Education
School Nutrition Department
711 Green Street
Gainesville, GA 30501

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

IV. **PRE BID CONFERENCE**

A non-mandatory pre bid conference will be held at Hall County BOE (711 Green Street, Gainesville, GA) on February 26, 2020. During this conference, HCSN will review the bid terms with vendors and answer questions. Post conference questions must be submitted in writing to Sara Sheridan, sara.sheridan@hallco.org, by March 16, 2020.

V. BID OPENING DATE/TIME/PLACE

Pre Bid Conference	February 26, 2020
Issue Date	March 2, 2020
Final Date for written questions	March 16, 2020
Deadline for submitting bids	April 6, 2020 at 2:00 pm

VI. AWARD DETERMINATION STATEMENT

a) This ITB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.

b) The award of this ITB is contingent upon available budget funds and approval of the Hall County Board of Education.

c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within approximately thirty (30) days of the opening of the bids. Submitted bid pricing shall remain valid during this thirty-day period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder upon board approval after bid selection and prior to contract award.

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

VII. SYSTEM CONTACT INFORMATION

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

Hall County Board of Education
School Nutrition Program
711 Green Street
Gainesville, GA 30501

- b) Responses to inquiries that affect the content of this ITB will be provided in writing to all recipients of the ITB. It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this ITB until March 16, 2020 in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an ITB will be furnished to all prospective Bidders as an Addendum to the ITB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VIII. VENDOR CONTACT INFORMATION

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

SECTION 2

STANDARD TERMS AND CONDITIONS

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

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 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. **See Attachment F**

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. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies,

as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. CONTRACT TERM CLAUSES

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.

IV. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories 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. Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

“Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- 1) Alternative substitute(s) that are domestic and meet the required specifications:
(a) Price of the domestic food alternative substitute(s); and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- 2) Reason for exception: limited/lack of availability or price (include price): (a) Price of the domestic food product; and (b) Price of the non-domestic product that meets the required specification of the domestic product.”

V. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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 bidder's 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.

VI. HUB STATEMENT (2 CFR §200.321)

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.

- (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.

VII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or

disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

VIII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

IX. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

X. CIVIL RIGHTS STATEMENT

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.

XI. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the 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.

XII. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- _ the name, address, and telephone number of the protestor;
- _ the signature of the protestor or an authorized representative of the protestor;
- _ 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.

XIII. NON-COLLUSION STATEMENT

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

XIV. 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).

- **2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. 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.

XIII. CODE OF CONDUCT

Per regulation 7CFR3016.36(3)

Hall County Board of Education Code of Conduct:

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.

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

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

II. PROPRIETARY INFORMATION

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE, HCSS APPROVED EQUAL

a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.

b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.

c) Grade must be listed for all food products.

d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

e) In order to be considered as a "Hall County School System Approved Equal" (or "HCSS approved equal") for any food products listed on the line item bid, spec sheets and nutritionals for the item being bid in place of the listed item MUST be included with the bid. The nutritional must list all pertinent nutrition information, including the nutrient label as well as the ingredient statement. When applicable, the nutritional must also indicate CN claims for the Meat/Meat Alternate and the ounce equivalents

for grains. **In addition, samples of the product being bid in place of the brand preference item on bid must be provided to coordinator Sara Sheridan at 711 Green Street, Gainesville, GA 30501 in order for them to be deemed equal in quality and flavor to the specified item.**

f) HCSN reserves the right to request samples of any product returned on the bid to ensure product meets HCSN's quality standards.

g) HCSN reserves the right to request alternative products from a vendor if the product provided does not meet the quality standards of HCSN and its students, given documentation (email complaints, taste tests, and/or pictures) is provided as support.

h) HCSN reserves the right to add items to the bid during the bid period. Additions will be made by collecting quotes from current vendors for product being added; vendor offering the lowest price for an item that meets nutritional specifications will be awarded the additional item.

IV. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Product protection guarantees: School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Quantities: The quantities indicated on the product list are based on previous year's purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

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

Brand identification: This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When "Distributors Choice" is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When "Private Label" is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

Standards of identity: All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word "only" the potential contractor must bid on the pack specified.

Drained weights: Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. Contractor must notify SNP of all outs prior to delivery and offer suggestions for substitutions if available. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The

contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

V. METHOD OF PAYMENT and PRICING INFORMATION

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected. At the time of potential bid renewal, product price escalation/de-escalation will be considered.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to:

Jackie Lawton
Hall County School Nutrition
711 Green Street, Gainesville, GA 30501

g) Hall County School Nutrition reserves the right to participate in 2% / Net 10 terms when applicable. Otherwise, Hall County School Nutrition pays monthly.

h) Provider must have capability to extend Net Off Invoice pricing to products labeled NOI on line item document.

VI. METHOD OF SHIPMENT/DELIVERY

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.
- b) All orders are to be delivered weekly. Particular day of the week will be decided upon between bid winner and SNP after bid is awarded.
- c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment E.
- d) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- e) Delivery schedules that fall on a holiday will be made the following business day.
- f) Delivery of product must be made in a well-maintained truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified. Delivery shall be between the hours of 7:00 a.m. until 2:30 p.m. and shall be checked by responsible designated personnel to assure proper delivery, pricing and product. Deliveries can be split into 2 days with prior approval. Deliveries must be made by 2:30 p.m. If Vendor needs addition time on the delivery day the purchasing specialist must be notified that day with a list of schools that will not receive deliveries.
- g) Usage Reports: The vendor must furnish usage reports on all products delivered to the Hall County School Nutrition Program when requested.
- h) Recalls will be handled according to HCSN HACCP plan. Vender must provide contact information for the person assigned to handle recall notifications. Recall information must be communicated to Sara Sheridan, Nutrition Coordinator (sara.sheridan@hallco.org) and/or Martha Rusk, Procurement Specialist (Martha.rusk@hallco.org).

VII. EVALUATION FACTORS

- a) Bids will be evaluated in accordance with the required specifications as listed in this ITB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best

overall solution to meet the Board/SNP's specifications.

b) The Board/SNP reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

VIII. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

d) Bid examination -

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the ITB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a

question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids -

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this ITB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

g) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

IX. ORDERING INFORMATION

a) Credit - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

b) Inspection - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) Emergency orders - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those

supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

X. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

XI. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

XII. INDEMNIFICATION

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this ITB.

XIII. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on August 1, 2018.

b) The Contractor must comply with the time of performance.

XIV. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this

contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XV. EVIDENCE OF INSURANCE

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

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

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

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

XVI. EXCEPTIONS

A Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this ITB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this ITB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XVII. WARRANTY

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

XVIII. GIFTS AND GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XIX. Pre-bid conference: If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the ITB or RFP. An offerer should raise any questions it may have about the solicitation or the procurement at that time. An offerer may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

XX. Severability: The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XXI. Waiver and rejection rights: Notwithstanding any other provisions of the solicitation, the school district reserves the right to :

- _ Waive any immaterial defect or informality;
- _ Reject any and all offers or portions thereof; or
- _ Cancel a solicitation.

XXII. Release from contract: In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Hall County Board of Education, School Nutrition Dept., (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

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

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

Board/SNP shall pay CONTRACTOR for delivery of food products in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Hall County School Nutrition
711 Green Street
Gainesville, GA 30501
Attn: Jackie Lawton

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

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

products.

ARTICLE 6. CONTRACT DOCUMENTS

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

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E – Contractor Affidavit
- Attachment F-Schools and Addresses
- Attachment G –SY21 School Calendar

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective _____, 2020

_____ Board of Education

_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

_____ Vendor Company Name

_____ Signature of Company Representative

_____ Name of Company Representative

_____ Date

ATTACHMENT B
Food Specifications

Food Specs 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 BID 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 BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this ITB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Hall County Board of Education
 School Nutrition Division
 711 Green Street
 Gainesville, GA 30501

This Bid is submitted on this date: _____

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Contact Name/Title: _____
Contact Telephone: _____
Contact Email: _____

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

- ___ Lobbying Certificate
- ___ Food Specifications
- ___ Vendor Bid Form
- ___ Contract Signature Page
- ___ Contractor Affidavit

Bid Pricing:

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: \$ _____

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this ITB for Food Products and that this Bid response is submitted in accordance with the ITB requirements.

Company Name:

Federal ID#1:

Street Address:

Signature**:

Signatory's Name:

Signatory's Title:

Witness's Signature**:

Witness's Name:

Witness's Title:

****For Corporations:** The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a Copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D - 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 _____

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

ATTACHMENT E

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: _____

ATTACHMENT F

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


ATTACHMENT G


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	Gary 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
Howard B. Ivester Early College	6th Street, Gainesville, GA 30504	Courtney Barrett
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	Betty Ann Souther
South Hall Middle	3215 Poplar Springs Road, Gainesville, GA 30507	Jackie Ledford
Spout Springs Elementary	6640 Spout Springs Road, Flowery Branch, GA 30542	Roxanne Hulsey
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	Becky Martin
World Language Academy	4670 Winder Highway, Flowery Branch, GA 30542	Jessica Pollard

ATTACHMENT H


HALL COUNTY SCHOOLS Gainesville, GA 30501 2020-2021																											
July 2020							August 2020							September 2020							October 2020						
S	M	T	W	T	F	S	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							1			1	2	3	4	5							
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12							
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19							
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26							
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30**										
							30	31					(17)							(21/38)							
November 2020							December 2020							January 2021							February 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12							
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19							
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26							
25	26	27	28	29	30	31	29	30						27	28	29	30	31			(14/88)						
													(15/74)														
March 2021							April 2021							May 2021							June 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1			1	2	3	4	5							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13							
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20							
17	18	19	20	21	22	23	21	22	23	24**	25	26	27	21	22	23	24	25	26	27							
24	25	26	27	28	29	30	28	29	30					28	29	30	31				(23/148)						
31																											
													(19/125)														
July 2021							August 2021							September 2021							October 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1			1	2	3	4	5							
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12							
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19							
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26							
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30										
							30	31					(15/180)														

	Pre-Planning	Open House	System PL	School PL/Workday	Post-Planning
Elementary School	Aug. 3,4,5,6	Aug. 5 (3-6PM)	Aug. 6	Nov. 3, Jan. 4, Feb. 15, May 24	May 25, 26
Middle School	Aug. 3,4,5,6	Aug. 4 (4-7PM)	Aug. 5	Nov. 3, Jan. 4, Feb. 15, May 24	May 25, 26
High School	Aug. 3,4,5,6	Aug. 3 (4-7PM)	Aug. 5	Nov. 3, Jan. 4, Feb. 15, May 24	May 25, 26

 Holiday (Students &/or Staff)

 Teacher Workdays/PL

 School Days for Students

 New Teacher Orientation

 Teacher Make-Up Snow Day

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

July 23, 24 - Middle & High School

New Student Registration

8:30AM - 3:30PM

First Semester Ends December 18, 2020

Second Semester Ends May 21, 2021

(180 - Students; 190 - Teachers)

In case of 4 days of INCLEMENT WEATHER, STUDENT make-up days would be Feb.15, May 24, May 25 & May 26. Teacher workdays would move to May 27 & May 28.

APPROVED BY HALL COUNTY BOE - 09/09/19

The Civil Rights Assurance:

"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."

Non-Discrimination Statement:

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, audiotape, 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.