

West Georgia
School Food Buying
Group
2019-2020

Represented by Coweta County Schools, Griffin-Spalding Schools, and Heard County Schools

INVITATION FOR BID
Paper & Chemical
Products

Issued on: Wednesday, April 17, 2019
Final Date for Written Questions: Tuesday, April 23, 2019 at 10:00am
Proposal Due Date: Thursday, May 2, 2019 @ 8:30AM EST
Bid Opening Date: Thursday, May 2, 2019 @ 9:00AM EST

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.

**SECTION 1
TRANSMITTAL
PAGE**

The Griffin-Spalding County Schools (GSCS) Board of Education, School Nutrition Program (Board/Entity) is requesting sealed proposals for Paper and Chemical Products. Proposals are due by Thursday, May 2, 2019 at 8:30AM EST. Proposals will be opened at Griffin-Spalding County Schools on Thursday, May 2, 2019 at 9:00 AM EST..

Proposals shall be mailed or delivered to the Griffin-Spalding County Schools Board of Education, School Nutrition Program, 210 South Sixth St., Griffin, GA 30224. Proposals must be enclosed in a sealed envelope and marked "**Paper/Chemical Product Bid SY 2019-20.**"

Questions regarding this Request for Proposal shall be directed to Nakeitha Carter, nakeitha.mckinney@gscs.org or by phone at (770) 229-3710 ext 10410.

Bidders may download solicitations by going to (www.spalding.k12.ga.us)
(Home – Department-Nutrition-Invitation for Bid)

I. INTENT

- a) It shall be the intent and purpose of this Invitation For Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Paper and Chemicals Products to the West Georgia School Nutrition Buying Group through sealed proposals.

- b) The purpose and intent of this IFB is to provide CCSSNP, GSCSSNP, and HCSSNP a means to select one (1) main-line Paper and Chemical service distributor to provide the delivery of a variety of Paper and Chemical products for approximately 53 schools (CCSSNP(32), GSCSSNP(17), and HCSSNP(5)), while securing the most aggressive firm fixed fees by combining each districts usage for the specified contract period listed within this request. The items are listed in the attached list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda. Distributors must commit to implementing and maintaining a partnership with all 3 school districts CCSSNP, GSCSSNP, and HCSSNP while providing the highest level of service for the entire contract term.

- c) The Board/entity reserves the right to accept or reject any or all bids, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the Board/entity.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2019 and terminate on June 30, 2020.
- b) **Extension Option** -The contract may be extended at the same proposal 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 IFB, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (3) three one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. PROPOSAL SUBMISSION PROCEDURES

The Board/Entity 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 IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/entity.

- a) Proposals must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked,
“Paper/Chemical Product Bid SY 2019-20.”
In addition, an electronic copy of the bid Quote Sheet along with any required Information must be included on a flash drive inside the sealed bid package. IN ADDITION: Quote sheets may be emailed to nakeitha.mckinney@gscs.org, no later than the date and time stated on Page 1 of this document. Email documents must be on the original format. No scanned or pdf files.
- b) Proposals must be received by the Board/entity no later than Thursday, May 2, 2019 by 8:30AM.
- c) Late proposals shall not be accepted. The Board/entity shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the Board/entity including an electronic copy of bid documents on a flash-drive. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

Griffin-Spalding County Schools Board
of Education
School Nutrition Department
210 South Sixth St.
Griffin, GA 30224

- d) If the Bidder submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming proposal security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/entity’s sole discretion, may be given 72 hours from the time of the proposal opening in which to provide such information to the Board/entity.

IV. PROPOSAL OPENING DATE/TIME/PLACE

Issue Date	Wednesday, April 17, 2019
Final Date for written questions	Tuesday, April 23, 2019 at 10:00 am
Answers Posted	Wednesday, April 24, 2019 at 10:00 am
Deadline for submitting bids	May 2, 2019 at 8:30AM EST; proposals will be opened May 2, 2019 at 9:00AM EST at Griffin-Spalding County Schools Board of Education School Nutrition Department 210 South Sixth St. Griffin, GA 30224

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single vendor. All prices offered shall be firm against any escalation or de-escalation **from** the effective date of the contract.

- b) The award of this IFB is contingent upon available budget funds and approval of each School District' Board of Education.

- c) The Board/entity will award the contract to the lowest responsive and responsible Bidder meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the opening of the proposals. Submitted proposal pricing shall remain valid during this sixty-day period. The Board/entity reserves the right, in its sole discretion, to accept or reject any and all proposals or parts thereof.

- d) An official letter of acceptance will be forwarded by the Board/entity to the successful Bidder after proposal selection and prior to contract award.

- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/entity shall be drafted from (a) the IFB and addenda, (b) the selected proposal response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/entity 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.

VI. SYSTEM CONTACT INFORMATION

- a) This is a joint proposal between the Coweta County Schools, Griffin-Spalding Schools, and Heard County Schools, hereafter referred to in this document as the entity(ies). GSCS will be acting as the lead agency in this solicitation. This partnership was formed with the specific purpose of procuring a supplier to provide School Nutrition Program paper and Chemical items and distribution services. Inquiries should be directed to:

Griffin-Spalding County Schools Board of
Education
School Nutrition Program
c/o Nakeitha Carter
210 South Sixth St. Griffin, GA 30224

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/entity will accept only written inquiries regarding this IFB until April 23, 2019 by 10:00AM EST in order for a reply to reach all Bidders before the proposal closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

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

**SECTION 2
STANDARD TERMS AND CONDITIONS**

I. **PURPOSE**

- a) The purpose of this solicitation is to award a contract(s) for the purchase of Paper and Chemical Products for all entities in accordance with all applicable Federal, State, and Local laws and in accordance with the terms and conditions of this solicitation and school board policies.

II. **GENERAL BID/CONTRACT CONDITIONS**

- a) **Debarment and suspension verification (\$25K+) Debarred, Suspended, Ineligible Status:**
 - i. Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
 - ii. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. See attachment H.
 - iii. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- b) **Economic Price Adjustment:** All prices offered shall be firm against any increase from the effective date of the contract.
- c) **Addition of items.** Items may be added by request of the entity. Items specifications and estimated usage will be provided by the entity. Provider will obtain price quotes from various vendors in order to provide most competitive price. Acceptability and quality will be used in conjunction with pricing to determine whether or not to add an item. Upon addition to IFB and stocking at distributor, an email is to be sent to each district notifying

that new item is available to order.

- d) **Contract Renewal.** The entity shall have the option, in its sole discretion, to extend the Contract as defined in the Standard Contract (up to three annual) on a year-to-year basis by giving the Contractor written notice of the renewal decision at least (30) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the entity, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Contract will not auto-renew without effective action by the entity.

- e) **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 entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the entity a continuous supply of the identified goods and services.

- f) **Buy American Act - 7 CFR 210.21-**
 - i. Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. *Buy American (1) Definition of domestic commodity or product.* In this paragraph (d), 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 US.
 - ii. Prior to delivering a non-domestic item, vendor must receive written approval from the district receiving the item.
 - iii. Non-domestic items will be clearly marked on the customer order guide.

- g) **Non-Performance or/and Termination Clauses 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 bidding process which is materially false, deceptive, incorrect or incomplete.
- h) **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 satisfactory, 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 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, State, Local laws, rules, ordinances, school board regulations, and orders when performing within the scope of the Contract;
 - vi. The Contractor has engaged in conduct that has or may expose entities 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 DPS, or a third party.
- i) **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 of the Contract and seek any legal or equitable remedies.

- j) **Termination Upon Notice.** 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.

- k) **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.

- l) **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 from, 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.

III. Clean Air Act-CFR7- 3016.36(i)12

- a) All vendors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857(h), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 18) if contract is in excess of \$100,000.

IV. Civil Rights Statement

- a) In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

V. Record Retention-CFR7- 3016.36 (i)11

- a) The vendor must retain all 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 entity throughout the term of the Contract for a period of at least five (5) years plus the current year 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.
- b) The Contractor shall permit the Auditor of the districts 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 Federal or State 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.
- c) 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 entity 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.

VI. Equal Employment Opportunity Compliance Statement (\$10K+)

- a) In accordance with Federal Law and U.S. Dept. 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. 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.

VII. Energy Efficiency-CFR7- 3016.36(e)

- a) All vendors must comply with the 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 (Pub L, 94-163, 89 Stat 871).

VIII. Potential Small Business, Minority, and Women’s Business Enterprise-CFR7- 3016.36 -e

- a) It is the intent of the entity to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women’s enterprises and labor surplus area firms.

IX. Non Collusion

- a) The bidder, by affixing its signature to this solicitation, certifies “that that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal 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 proposal for the bidder. (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.”

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

XI. Protest Procedures

- a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Griffin-Spalding County Schools Board of Education at 210 South Sixth St. Griffin, GA 3224. The protest

shall be filed no later than ten (10) days from the award notice and shall include:

- i. The name, address, and telephone number of the protester;
 - ii. The signature of the protester or an authorized representative of the protester;
 - iii. Identification of the purchasing agency and the solicitation or contract number;
 - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - v. The form of relief requested.
- b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

XII. Notice and Assistance Regarding Patent and Copyright Infringement 48 CFR-Chapter 1-Subchapter H-
Part 52.227-2

- a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- 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, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

XIII. 52.227-3 Patent Indemnity.

- 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 regulations 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 or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

- c) 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
- d) A claimed infringement that is unreasonably settled without

XIV. Lobbying (over 100K) - CFR 7.3018

- a) All applicable Solicitations must include both Certification and Disclosure Statements that are attached to this solicitation. Bidder responsible for obtaining and submitting forms as specified.

SECTION 3

SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

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

II. PROPRIETARY INFORMATION

If a bidder submits any document with the proposal 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

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

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

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, Bidders 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 95% or above on the scheduled delivery day. The remaining 5% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees otherwise.

Brand identification: This is a qualified product specification which is used to establish an acceptable level of quality unless "no substitution" is clearly stated in the specifications. Specifications are intended to be open and non-restrictive. When no reference or change is made on submission by bidder, it is understood that the specific item named in the solicitation document shall be furnished by the bidder. If bidding an equivalent, please state the manufacturer name and model number. Also, product brochures/specifications must be submitted with the bid of the equivalents you are bidding. Failure to include the supportive information may result in the item automatically being rejected. The WGFBBG, through Griffin-Spalding County Schools, shall be the sole judge in making determination as to the quality. All decisions shall be final. When "Distributor's 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 proposal documents and cannot be changed during the effective period without the permission from the ordering 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.

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 proposal unit is specified as case, box, etc. If case, bag or box is the proposal 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 proposal unit or cost per unit is not acceptable. On items where the proposal 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 proposal 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. 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** - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the **CPI Index** CWUR0000SAF.

Price escalation language:

- Vendors may petition for an increase based on an emergency created by unusual market conditions
- Petitions for increases shall be received by the school a minimum of 15 days prior to the effective date.

- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- Vendors may propose an alternate market research source. The buying group will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

b) The successful Bidder warrants that the proposal price, terms and conditions stated in his/her proposal shall be firm through the proposal 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 proposal 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/entity 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/entity. 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 emailed to each district.

VI. METHOD OF SHIPMENT/DELIVERY

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 unless previously discussed. Unless otherwise agreed upon, Day deliveries shall be made to each school on a weekly basis. One predetermined day district-wide is preferred. Day deliveries should be made between the hours of 6:00 a.m. and 2:00 p.m.

- a) All orders are to be delivered as below on the day agreed upon by entity and provider:
 - i) Coweta County Schools - has 32 kitchen sites that will be submitting weekly paper orders.
 - ii) Griffin-Spalding Schools - has 17 sites that will be submitting weekly paper orders.
 - iii) Heard County Schools - has 5 sites that will be submitting weekly food orders.
- b) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment F.
- c) The total minimum order to be delivered to each school is \$50 in value – this should be agreed upon by both parties.
- d) In an emergency situation in which the Board/entity requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/entity 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 on a pre-arranged date.
- f) Delivery of product must be made in a well-maintained vendor-identifiable refrigerated 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.

VII. EVALUATION FACTORS

- a) The entity reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one bidder, to accept portions of the proposal from several bidders, or to reject any and/or all proposals submitted or waive any minor irregularity.
- b) The entity reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.
- c) Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose proposal meets the specifications, terms, conditions set forth in the IFB, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder who has submitted the lowest monetary bid. Award of proposals will be made in the best interest of WGFBG at its sole discretion.

VIII. ADDITIONAL PROPOSAL INSTRUCTIONS

- a) **Proposal modifications** - Proposals cannot be modified after receipt of proposals. 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/entity

reserves the right to request information or respond to inquiries for clarification purposes only.

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

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 proposal opening. The school district will respond to the request in the form of an addendum issued to all potential bidders and Post clarification online. No addenda will be issued within five working days of the date and time of proposal opening. Should a question arise which requires clarification during this time period the date and time of proposal opening will be delayed to allow issuing an addendum.

d) **Proposal 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 request

be considered for conditions which could have been determined by examining the solicitation.

ii) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a proposal 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.

d) **Proposal examination** -

iii) 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.

iv) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the bid.

Furthermore, by submitting a proposal 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 proposals -

- i) A proposal 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/entity reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/entity's issuance of a written notice of such irregularities.
- iii) The Board/entity reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Board/entity to award a contract. The Board/entity reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/entity.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/entity may be considered a non-responsible Bidder and their proposal may be rejected. The Board/entity reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/entity reserves the right to accept or reject any or all bids, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the Board/entity.

f) Evidence of Financial Capabilities (not required - best practice) - After the proposal opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days upon request by the Board/entity. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

g) Offer Acceptance Period – Proposals are an irrevocable offer for 60 days after the proposal opening time and date.

f) ORDERING INFORMATION

a. **Credit** - A credit or replacement will be issued for damaged or unacceptable product. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable product 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/entity requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/entity 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/entity be responsible for ordering/paying for the resulting difference.

g) AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/entity 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.

h) ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/entity, 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/entity.

i) INDEMNIFICATION

a. The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit the entities property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract.

Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the entities or its employees.

j) 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 proposal award, to commence delivery of goods pursuant to the award on July 1, 2019.

a. The Contractor must comply with the time of performance.

k) 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 forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

l) 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 IFB 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/entity a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming each entity, as listed in Attachment E, 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/entity. Such certificate shall be issued to each district, as listed in Attachment E.

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.

m) EXCEPTIONS

A Proposal submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the

extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this IFB 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.

n) **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/entity's operations.

o) **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.

p) **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.

q) **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 proposal opening and the current market for this item.

r) All contractors, consultants, and/or vendors providing services on premises must be fingerprinted and submit to a criminal background check, prior to providing services to the entity.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of _____ by and between the Griffin-Spalding County Schools Board of Education, School Nutrition Dept., (hereinafter called Board/entity) and _____ hereinafter called CONTRACTOR.

Board/entity 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/entity's schools.

ARTICLE 2. CONTRACT TIME

The paper and chemical deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

Board/entity shall pay CONTRACTOR for delivery of paper and/or chemical products in accordance with CONTRACTOR'S bid, which is attached hereto. Board/entity 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 addresses of each district listed in Attachment E.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/entity 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/entity 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- Item List and Specifications on attached spreadsheet
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E- School Nutrition Director Contact
- Attachment F- Schools and Addresses
- Attachment G- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- Attachment H- Certification Regarding Debarment and Suspension
- Attachment I – Civil Rights Assurance
- Attachment J- Hazard Analysis Critical Control Point (HACCP) plan
- Attachment K- References

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/entity and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/entity and CONTRACTOR.

This Agreement will be effective _____, 2019

Griffin-Spalding County Schools 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

Paper and Chemical Specifications

See separate Excel document

ATTACHMENT C

VENDOR BID FORM

Notice to Bidders:

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

This Proposal is submitted to: Griffin-Spalding County Schools Board of Education
School Nutrition Division
210 South Sixth Street
Griffin, GA 30224

This Proposal is submitted on this date: _____

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

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

Contact Name/Title: Nakeitha Carter

Contact Email: nakeitha.mckinney@gscs.org

CC: Tiffany Lawrence tiffany.lawrence@gscs.org, Melissa Van Norden melissa.vannorden@heard.k12.ga.us, and Keisha Williams keشيا.williams@cowetaschools.net

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 Proposal (check all that applies):

Lobbying Certificate

Item Specifications

Vendor Proposal Form

Contract Signature Page

Proposal Pricing:

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

Total Proposal Price: \$ _____

Authorized Signature of Bidder: (This proposal 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 IFB for Paper and Chemical Products and that this Proposal response is submitted in accordance with the IFB 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 proposal 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 CERTIFICATE 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

ATTACHMENT E – SCHOOL NUTRITION DIRECTOR CONTACT INFORMATION

Coweta County Schools

School Nutrition Department

Keshia Williams

140 Werz Industrial Blvd., Newnan, GA 30263

770-254-2808

keshia.williams@cowetaschools.net

Griffin-Spalding Schools

Tiffany Lawrence

School Nutrition Department

216 S. Sixth Street, Griffin, GA 30224

770-229-3710 -ext. 10317

Tiffany.Lawrence@gscs.org

Heard County Schools

Melissa Van Norden, MDA, RD, LD

131 E Court Sq, Franklin, GA 30265

770-328-3095

melissa.vannorden@heard.k12.ga.us

ATTACHMENT F - SCHOOLS AND ADDRESSES

COWETA COUNTY SCHOOLS					
School Name	Street Address	City	State	Zip Code	Current Delivery Day
Arbor Spring Ele	4840 N. Highway 29	Newnan	GA	30263	Monday Night
Arnco Sargent Ele	2449 W. Highway 16	Newnan	GA	30263	Tuesday Night
Atkinson Ele	14 Nimmons St.	Newnan	GA	30263	Wednesday Night
Brooks Ele	35 Genesee Point	Newnan	GA	30265	Tuesday Night
Canongate Ele.	200 Petes Rd	Newnan	GA	30277	Sunday Night
Eastside Ele	1225 Eastside School Rd	Newnan	GA	30263	Thursday Night
Elm Street Ele	46 Elm St	Newnan	GA	30263	Tuesday Night
Glanton Ele	5725 Highway 29	Grantville	GA	30220	Thursday Night
Jefferson Parkway Ele	154 Millard Farmer Ind. Blvd	Newnan	GA	30263	Tuesday Night
Moreland Ele	145 Railroad St	Newnan	GA	30259	Thursday Night
Newnan Crossing Ele	1267 Lower Fayetteville Rd	Newnan	GA	30265	Monday Night
Northside Ele	720 Country Club Rd	Newnan	GA	30263	Tuesday Night
Poplar Road Ele	2925 Poplar Rd	Sharpsburg	GA	30277	Monday Night
Ruth Hill Ele	57 Sunset Lane	Newnan	GA	30263	Wednesday

					Night
Thomas Crossroads Ele	3530 E. Highway 34	Sharpsburg	GA	30277	Sunday Night
Bobby Welch Ele	240 Mary Freeman Rd	Newnan	GA	30265	Monday Night
Western Ele	1730 Welcome Rd	Newnan	GA	30263	Tuesday Night
White Oak Ele	770 Lora Smith Rd	Newnan	GA	30265	Monday Night
Willis Road Ele	430 Willis Rd	Sharpsburg	GA	30277	Sunday Night
Arnall Middle	700 Lora Smith Rd	Newnan	GA	30265	Monday Night
East Coweta Middle	6291 E. Highway 16	Senoia	GA		Thursday Night
Evans Middle	41 Evans Dr	Newnan	GA	30263	Tuesday Night
Lee Middle	370 Willis Rd	Sharpsburg	GA	30277	Sunday Night
Madras Middle	240 Edgeworth Rd	Newnan	GA	30263	Monday Night
Smokey Road Middle	965 Smokey Rd	Newnan	GA	30263	Wednesday Night
East Coweta High- Main	400 Sharpsburg McCollum Rd	Sharpsburg	GA	30277	Thursday Night
East Coweta High-9th grade Academy	400 Sharpsburg McCollum Rd	Sharpsburg	GA	30277	Thursday Night
Newnan High-Main	190 LaGrange St	Newnan	GA	30263	Wednesday Night
Newnan High-9th grade	190 LaGrange St	Newnan	GA	30263	Wednesday Night

Northgate High-Main	3220 Fischer Rd	Newnan	GA	30265	Sunday Night
Northgate High-9th grade Academy	3220 Fischer Rd	Newnan	GA	30265	Sunday Night
Winston Dowdell Academy	1 Dowdell St	Newnan	GA	30263	Wednesday Night

GRIFFIN-SPALDING COUNTY SCHOOLS					
School Name	Street Address	City	State	Zip Code	Current Delivery Day
Anne St ES*	802 Anne St.	Griffin	GA	30224	Wednesday
Atkinson ES*	307 Atkinson Dr.	Griffin	GA	30223	Wednesday
Beaverbrook ES*	251 Birdie Rd.	Griffin	GA	30223	Wednesday
Carver Rd MS	2185 Carver Rd.	Griffin	GA	30224	Wednesday
Cowan Rd ES	1233 Cowan Rd	Griffin	GA	30223	Wednesday
Cowan Rd MS	1185 Cowan Rd.	Griffin	GA	30223	Wednesday
Crescent ES*	201 Crescent Rd.	Griffin	GA	30224	Wednesday
Futral Rd ES	180 Futral Rd.	Griffin	GA	30224	Wednesday
Griffin HS	1617 W. Poplar St.	Griffin	GA	30224	Wednesday

Jackson Rd ES*	1233 Jackson Rd.	Griffin	GA	30223	Wednesday
Jordan Hill ES	75 Jordan Hill	Griffin	GA	30223	Wednesday
Kennedy Rd MS	280 Kennedy Rd.	Griffin	GA	30223	Wednesday
Moore ES*	201 Cabin Creek Dr.	Griffin	GA	30223	Wednesday
Moreland Rd ES	455 Moreland Rd.	Griffin	GA	30224	Wednesday
Orrs ES*	1553 Flynt St.	Griffin	GA	30223	Wednesday
Rehoboth Rd MS	1500 Rehoboth Rd.	Griffin	GA	30224	Wednesday
Spalding HS	433 Wilson Rd.	Griffin	GA	30224	Wednesday
AZ Kelsey*	200 A.Z. Kelsey Ave.	Griffin	GA	30223	Wednesday
Nutrition Warehouse	1581 Flynt St.	Griffin	GA	30223	As Needed
Taylor St*	216 South 6th St.	Griffin	GA	30224	As Needed

HEARD COUNTY SCHOOLS

School Name	Street Address	City	State	Zip Code	Current Delivery Day
Centralhatchee Elementary School*	315 Centralhatchee Parkway	Franklin	GA	30217	Thursday
Ephesus Elementary School*	24414 GA-100	Roopville	GA	30170	Thursday
Heard Elementary School*	4647 Pea Ridge Rd	Franklin	GA	30217	Thursday
Heard Middle School	269 Old Field Road	Franklin	GA	30217	Thursday
Heard High School	545 Main Street	Franklin	GA	30217	Thursday

* Schools don't have a loading dock.

ATTACHMENT G- CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
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 the Coweta County School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Bid Name: **Paper/Chemical Product Bid SY 2019-20**

Name of Project

Griffin Spalding County School System

Name of Public Employer

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

Executed on _____, __, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT H - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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 I – 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."

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.

ATTACHMENT J - HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PLAN

ATTACHMENT K - REFERENCES

The Entities requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name: _____
 Brief Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____
 E-Mail Address: _____

2. Company Name: _____
 Brief Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____

3. Company Name: _____
 Brief Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____
 E-Mail Address: _____

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