

Georgia Educational Cooperative
Invitation for Bid for Disposables and Chemicals
Release Date: May 20, 2021

Statement of Purpose

The purpose of this invitation for bid (IFB) is to secure a provider which can meet federal and state accountability requirements as well as provide excellent technical support and customer service when providing paper/disposable goods and chemicals. Walton County School Nutrition is releasing this IFB on behalf of several districts, list provided in Appendix A, hereinafter referred to as the SNPs. The IFB administrator will be Susan E. Elsner, Director of School Nutrition, Walton County Schools.

Deadline for written questions/clarifications

11:00 a.m. (DST) Friday, June 10, 2021

Direct questions to:

Susan E. Elsner, Director of School Nutrition
Walton County School Nutrition
1820 Hwy 11
Monroe, GA 30656

or via email: susan.elsner@walton.k12.ga.us and include Disposables/Chemicals IFB in the subject line

Responses to written requests for clarification will be provided to all interested parties and will be posted to the Walton County School Nutrition webpage. Any required amendments to the IFB will be posted to the Walton County School Nutrition webpage.

Deadline for submission

11:00 a.m. (DST) Wednesday, June 16, 2021

Submission address

Susan E. Elsner, Director of School Nutrition
Walton County School Nutrition
1820 Hwy 11
Monroe, GA 30656

IFB Opening

1:00 p.m. (DST) Thursday, June 17, 2021, at the Walton County SNP offices.

Responses will be opened in public with vendor names and bottom line pricing read aloud. In-depth submission evaluation will be conducted in private.

Award announcement

No later than 5:00 p.m. (DST), Friday, June 24, 2021.

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REQUIRED SUBMITTALS

**All documents are required to be submitted by
 11:00 a.m., Wednesday, June 16, 2021.**

| | |
|--|----------------|
| Proposal Certification | Appendix B |
| Cost Proposal Form | Appendix C |
| Cost Proposal Form, electronic file | Appendix C-1 |
| Technical: Regulatory/supporting documents | Appendix D - 1 |
| Technical: Yes/No/Short Answer questions | Appendix D - 2 |
| Technical: Customer References | Appendix D - 3 |
| Immigration and Security Form | Appendix E - 1 |
| Contractor Affidavit | Appendix E - 2 |
| Disclosure of Lobbying Activities | Appendix F |

GENERAL TERMS AND CONDITIONS

It shall be incumbent upon each bidder to understand the provisions of this proposal and obtain clarifications within the time allowed during the proposal period. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

BIDDER QUALIFICATIONS

The SNPs solicit the lowest responsive, responsible bidder which meets all terms, conditions, and specifications of this IFB. The SNPs will take into consideration the quality of the food safety sanitation packages proposed, customer service references, future maintenance costs, as well as conformity to the specifications prescribed herein. The IFB will only be awarded to one bidder and will result in a firm, fixed price for the entire contract period.

The SNPs reserve the right to accept or reject all or any part of any IFB submitted and further reserve the right to reject all IFBs submitted and to re-issue the solicitation. In this connection, the SNPs shall make such determinations and/or selections which, in their sole judgments, are deemed to be in the best interest of the SNPs. This may or may not be the lowest priced proposal.

The award of this IFB is contingent upon funds being budgeted for each of the SNPs involved. If one SNP does not have available funds budgeted, that SNP will be allowed to withdraw from the solicitation without affecting pricing proposed for the remaining SNPs.

BUY AMERICAN

As this bid does not involve food products, the Buy American Act is not included.

CIVIL RIGHTS STATEMENT

All SNPs participating in this IFB agree that their school district will comply with:

1. Title VI of the Civil Rights Act of 1964 (4 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 1, 2000);
7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);
9. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which

the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

10. The USDA non-discrimination statement that 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, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contracted that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made this assurance.

CLEAN WATER AND AIR ACT

By signing the proposal certification, vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) Clean Air and Water Certification). Vendor certifies that none of the facilities used to produce goods provided under the contract are on the Environmental Protection Agency (EPA) list of violating facilities. Vendor will immediately notify IFB administrator of the receipt of any communication indicating that any of the vendor's facilities are under consideration to be listed on the EPA list of violating facilities.

Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended require that contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection agency (EPA).

CODE OF CONDUCT

No person engaged in this procurement process including the award, administration of contract, or receipt of products shall participate if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, office, or agent;
- Any member of his/her immediate family;

- His or her partner;
- Any organization which employs or is about to employ one of the above.

Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of significant monetary value from vendors or parties to sub-agreements. The purchase of food or service from a vendor for individual use is prohibited. The removal of food, supplies, equipment, or school property (including paperwork) is prohibited. The outside sale of items such as used oil, empty cans, cardboard, or pallets will be sold by contract between the School Nutrition Program and an outside agency. Individual sales by any school employee to an outside agency or other school employee is prohibited. Failure of any employee, officer, or agent to abide by the above code could result in a fine, suspension, both, or dismissal. Interpretation of the code will be given at any time by contacting the Director of School Nutrition. The School Nutrition Program will not be held responsible by any decisions made by persons requesting explanation or interpretation by anyone other than the Director of School Nutrition.

COMPETITION

This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits this solicitation to a single source, it is the responsibility of the interested party to notify Susan E. Elsner, Director of School Nutrition, IFB administrator, in writing so as to be received no fewer than five business days prior to the opening date. This solicitation may or may not be changed, but a review of such notification will be made prior to award.

CONTRACT MANAGEMENT

Systems participating in this IFB will maintain a local procurement plan which includes contract management procedures. These procedures will include methods by which local contract disputes (pricing issues, delivery and service issues, etc.) will be addressed and documented. Each member district will keep the IFB administrator apprised of serious bid issues in case there are systemic issues with the vendor which should be addressed by the IFB administrator.

CONTRACT PERIOD

The successful vendor will be required to sign a binding contract for services separately with each of the SNPs. The initial contract period will be for one year beginning on July 1, 2021, and continuing with uninterrupted service through June 30, 2022.

CONTRACT PRICING

Each SNP's contract fee shall be listed separately on the Cost Proposal form included.

Bid prices must include all packaging and transport costs. Federal and state taxes must not be included.

CONTRACT RENEWAL PROVISION

This IFB includes a provision for contract renewal for up to four years following the initial bid year. Contract renewals may occur based on mutual agreement between SNPs, either individually or as a group, and vendor.

DEBARMENT AND SUSPENSION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors 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 causes and in accordance with the procedures set forth in 2 CFR 200.213.

The vendor certifies that the vendor and/or any of its sub vendors 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 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 vendor will immediately notify the School Food Authority if vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

By signing this agreement, the vendor 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 regulator authority other than Executive Order 12549.

DISCUSSIONS/NEGOTIATIONS

By participating in this solicitation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent and/or award of contract, bidder will not discuss this procurement with any party except the IFB administrator or his/her designee.

DRUG FREE WORKPLACE ACT

The vendor must comply with all terms and conditions of the Drug Free Workplace Act (O.C.G.A. 50-24-3). Additionally, vendor must ensure that all representatives observe tobacco, alcohol, and drug free campus requirements. "Campus" encompasses all school property including parking lots and access roads.

ENERGY POLICY AND CONSERVATION ACT

Vendor must comply 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 (PL 94-163, 89 Stat. 871).

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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 Adjudication, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410, or call (866) 632-9992 (voice). Individuals who are hearing impaired or who 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.

ESCALATION/DE-ESCALATION

Prices quotes must be for supplies and services and will be fixed for a period of not less than 60 days following proposal submission. Once the initial contract is signed, prices must remain fixed for the initial contract year beginning July 1, 2021, and continuing through June 30, 2022.

Pending satisfactory performance by the vendor and upon mutual written agreement between the SNPs and the vendor, a price increase or decrease will be considered prior to the onset of a contract extension by the IFB administrator. Any proposed price change must be presented to the IFB administrator at least 30 days prior to the end of the current contract year. Each SNPs proposed price must be identified separately. Price increase requests for monthly service charges and supplemental services must be accompanied by documentation which support the price increase and are open to negotiation between SNPs and/or the IFB Administrator and the awarded vendor.

If agreed upon, price changes would become effective on July 1 for the upcoming contract year. Price changes may not affect summer feeding site service costs of the contract year being completed even if a summer feeding site visit occurs after July 1.

FORCE MAJEURE

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If the IFB administrator, at his/her discretion, determines that a force majeure event is likely to delay a vendor's performance for more than 30 days, the IFB administrator reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the SNPs' obligations to pay the vendor for work already performed and completed. The vendor is still obligated to provide full warranty for work already completed.

The IFB administrator, at his/her discretion, may entertain alternatives to previously specified products which will meet the spirit of the contract and previously detailed specifications. Such alternatives may become permanent replacements for originally specified items or may serve only as substitutes until the originally specified item is reliably available.

GEORGIA LAW

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the Georgia which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of

Georgia as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.

HOLD HARMLESS

The vendor shall hold harmless and indemnify the SNPs, their officers, and employees for any and every claim, demand, suit, and award which may be made from any and all damages and claims which may be made by reason of:

1. Any injury or death to person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the vendor or any person, firm or corporation, directly or indirectly employed by it upon, or in connection with its performance under this contract;
2. Any liability that may arise from the furnishing or use of any copyrighted or not copyrighted formula, secret process, patented or not patented invention in the performances of the services called for under the contract;
3. The vendor, at its own expense and risk, shall bear all reasonable attorneys' fees, costs, and expenses which may be incurred in defending against any legal proceeding which may be brought against the SNPs, as well as their officers and employees, on any such demand, and satisfy any judgment that may be rendered against any one of them.

INSURANCE

1. GENERAL REQUIREMENTS

The vendor shall not commence work under the Contract until he/she has obtained all insurance required, nor shall the vendor allow any subcontractor to commence work unless all insurance required of the subcontractor has been verified by the vendor.

Required insurance shall be purchased only from companies licensed and duly authorized by the Georgia Department of Insurance to do business in Georgia and to write the types of insurance policies as herein specified. The companies shall have a policyholder's rating of "A" and a financial rating of "AAAAA" as stated in the latest edition of Best's Insurance Guide.

Insurance shall afford member districts of the SNPs the same protection and in the same amounts as required for the vendor and shall protect the SNPs from all claims for bodily injury and property damage arising from ownership of the premises and general supervision or observation of the work, including claims by employees of the vendor, and subcontractors.

Vendor shall provide a Certificate of Insurance for each SNP showing complete coverage of all insurance required by this proposal signed by an authorized agent of the insurance company within 15 days of signing a contract to perform. The certificate of insurance will identify the name and address of the party insured, the description of the work covered by such insurance, the insurance policy number, the limits of liability of the policies and dates of their expirations, with further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled, or terminated without 30 business days' prior written notice to the SNPs.

2. REQUIRED INSURANCE

a) Worker's Compensation: Vendor shall obtain, at his/her expense, insurance protecting vendor from liabilities that may be imposed under the Worker's Compensation Act. In the event that any portion of the work is sublet, each vendor shall require the subcontractor similarly to provide such insurance for all their employees. The limit of liability afforded under the Employer's Liability Section of the Worker's Compensation and Employer's Liability Policy shall not be less than \$500,000 for any on accident or occupational disease. Certificates of Insurance Indicating State of Georgia approved self-insurance on aggregate excess for Worker's Compensation and Occupational Disease are acceptable subject to the approval of the SNPs.

b) Comprehensive General Liability and Property Damage: Vendor shall obtain, at his/her expense, Comprehensive General Liability and Property Damage Insurance which shall protect him/her from claims for damages for bodily injury, including accidental death, which may arise from activities under or incidental to the contract, both on or off the site, whether such activities be by the vendor, any subcontractor, or anyone directly or indirectly employed by any one of them, or as otherwise herein specified. Property Damage Insurance shall be in an amount not less than \$100,000 for damage to property in any one occurrence with an aggregate limit of not less than \$300,000. The comprehensive General Liability Insurance shall include coverage for Operations-Premises, Product Liability, Contractor's Protective Liability, Completed Operations and Contractual Liability. The policy shall be endorsed to provide Broad Form Property Damage Liability. Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.

c) Comprehensive Automobile Liability: Each vendor shall obtain, at his/her expense, Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, providing bodily injury and death coverage in limits of an amount not less than \$100,000 per person and \$100,000 per accident; and property damage coverage in limits of \$100,000 per occurrence and \$300,000 in aggregate. Vendor must be the named insured.

d) Umbrella Policy Acceptability: Certificates of Insurance and letters of indemnification of any form of Umbrella or Excess of Loss coverage for Employer's Liability, General Liability, or Auto Liability of not less than \$1,000,000 for any one occurrence and subject to the same aggregate limits as described above are acceptable in lieu of the individual policies specified previously in this section, subject to the approval of the SNPs as to the form and amount of self-insured retention. The SNPs reserve the right to require a copy of the entire policy in addition to the insurance certificate.

LOBBYING

Per 2 CFR 200 Appendix II Section 1, a Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier

to tier up to the non-Federal award. All vendors are required to complete a Lobbying Certification form if one is included in the packet.

MINORITY AND SMALL BUSINESS (HUB STATEMENT)

It is the intent of this IFB and the SNPs to provide maximum practicable opportunities to minority firms, women's business enterprises, and labor surplus area firms. Small businesses, women and minority owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals, or noncompetitive proposals (2CFR 200.321).

NON-COLLUSION

By signing the proposal certification form, bidder certifies 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. Bidder certifies understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this IFB, and certifies that the person signing the proposal certification is authorized to offer this proposal for the vendor. Bidder further certifies that the provisions of O.C.G.A. 45-10-20 et seq. have not and will not be violated in any respect.

Vendor's representative certifies that the company will comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 2 CFR Part 200.

PAYMENT TERMS

Vendor will submit monthly invoices to each SNP separately for 1/10 of the annual fee proposed. Each SNP will pay independently.

Every effort will be made to ensure that payment is made within 30 days of receipt of invoice. Payment will not be made in advance of services rendered or goods delivered. Payment may be delayed if vendor does not meet the terms of the contract as determined by the individual Director of School Nutrition. Decisions to delay payment by one Director of School Nutrition will not directly influence the decision to do that same by another Director of School Nutrition.

All work is subject to inspection, evaluation, and acceptance by each Director of School Nutrition. Directors of School Nutrition may employ all reasonable means to ensure that the work is being performed in conformance with this IFB. Questions or concerns by each Director of School Nutrition will be addressed directly with the vendor contact who will be given an opportunity to remedy the issue causing concern.

PROTEST PROCEDURES

Any protest arising from this solicitation and/or award must be made in writing and shall be delivered to Susan E. Elsner, Director of School Nutrition, Walton County Schools, 1820 Hwy 11, Monroe, GA 30656. Protests will not be accepted via email.

Protests shall be filed no later than ten days from the award notice and shall include:

1. The name, address, email address, and telephone number of the protestor
2. The signature of the protestor or an authorized representative of the protestor
3. Identification of the purchasing agency and any solicitation title or number
4. A detailed statement of the grounds of the protest including copies of relevant documents.
5. The form of relief requested

All protests will be taken under consideration; however, consideration may not alter the outcome of the solicitation. A written response to the protest will be made within 30 days from receipt of a protest which includes all items listed above. The IFB Administrator will report information regarding protests to the State Agency.

POST AWARD INSPECTION

Bidders desiring to review proposals submitted may do so by submitting a written request to Susan E. Elsner, Director of School Nutrition, Walton County Schools, 1820 Hwy 11, Monroe, GA 30656. Include the name and telephone number for the person who will be retrieving the copied materials.

Expect to allow a minimum of ten days from the date WCSD receives the request until materials are prepared. A copying fee of \$0.25 per page will be assessed and must be paid by company check at the time materials are retrieved.

Should the company desire the materials be mailed, include a mailing address with the written request. A delivery fee will be estimated and WCSD will contact the company with the overall estimate (copying fee plus delivery fee). Once a company check has been received, copies will be made and delivered by the chosen delivery service.

POST AWARD INSPECTION - PROPRIETARY INFORMATION LIMITATIONS

If a bidder submits documents or information which are considered proprietary or a "trade secret", the bidder shall notify the IFB administrator that such information is included with the bid. Such information will be considered protected unless or until a competing bidder requests access to the information. In those situations, the IFB administrator will notify the affected bidder that a challenge or request has been made by a competitor. The affected bidder has up to ten working days following notification to produce a court order restricting access to the information. Once a court order has been produced, information will remain confidential and shall not be released until subsequent court action alters the originally produced court order. If a court order is not provided within ten working days, the information requested will be released and the IFB administrator, WCSD, participating districts and their Directors of School Nutrition shall not be held liable.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any elected or appointed SNP employee, who shall take, receive, offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the SNPs shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

System representatives will conduct themselves in a manner which reflects the highest level of professionalism at all times. The State of Georgia Code of Ethics as set forth by the Georgia Professional Standards Commission will be the standard against which professional conduct will be measured.

PROPOSAL PREPARATION COSTS

Walton County SNP nor any of the participating SNPs shall not pay any costs associated with the preparation, submittal, demonstration, or presentation of any proposal.

RECORDS RETENTION AND ACCESS

The bidder agrees to retain all books, records, and other documents relative to this agreement for five years after final payment. If an investigation or audit is in progress, records shall be maintained until that matter is closed.

The SNPs, their authorized agents, auditors, and/or federal/state representatives shall have full access to, and the right to examine, excerpt, copy, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of materials pertaining to the contract, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the SNPs reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Audit findings or concerns with bidder documents or activities at one SNP may constitute grounds to initiate an audit of the same or greater scope with any of the other SNPs.

SEVERABILITY

The provisions of this IFB are severable. Any term or condition deemed illegal or invalid shall not affect other terms or conditions of the contract.

TRANSFER OF RESPONSIBILITY

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the SNPs to any other person, company, or corporation without advance consent and written approval by the IFB administrator.

TERMINATION OF CONTRACT

The SNPs may terminate this contract, in writing, if doing so is in the best interest of the SNPs. Termination may occur after written notice to the vendor of at least 30 days' notice. Vendor may not use the potential for termination by the SNPs as reason to default on its contract.

1. Notice of default

If there is a vendor caused default, the IFB Administrator shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within a specified period of time. If the

breach or noncompliance is not remedied within the period of time specified in the written notice, the SNPs may:

- a) Immediately terminate the contract without additional written notice; and/or
- b) Procure substitute goods and/or services from another source and charge the difference between the contract and the substitute contract to the defaulting vendor; and/or
- c) Seek any legal or otherwise equitable remedies.

2. Termination upon notice

Following 30 days' written notice and an opportunity for the vendor to correct deficiencies, the SNPs may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the vendor. Following termination upon notice, the vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the contract to SNPs up to and including the date of termination.

3. Termination due to change in law

The SNPs shall have the right to terminate this contract as a whole or individually without penalty by giving 30 days' written notice to the vendor as a result of any of the following:

- a) Authorization for one or all SNPs to operate is withdrawn or there is a material alteration in the programs administered by the district(s); and/or
- b) The participating district's duties are substantially modified.

4. Payment limitation in event of termination

In the event of termination of the contract for any reason by the SNPs, the SNPs shall pay only those amounts, if any, due and owing to the vendor for services actually rendered up to and including the date of termination of the contract and for which the SNPs are obligated to pay pursuant to the contract. Payment will be made only upon submission of invoices and proper proof of the vendor's claim. This provision in no way limits the remedies available to the SNPs under the contract in the event of termination. The SNPs shall not be liable for any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

5. Vendor's termination duties

Upon receipt of notice of termination or upon request of the SNPs, the vendor shall:

- a) Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within 30 days of the date of notice of termination, describing the status of all work under the contract.
- b) Immediately cease using and return to SNPs any personal property or materials, whether tangible or intangible, provided by the SNPs to the vendor.
- c) Comply with instructions for the timely transfer of any active files and/or work product and/or training records produced by the vendor under the contract.
- d) Cooperate in good faith with the SNPs, their employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor.

- e) Immediately return to the SNPs any payments which were made by the SNPs for goods and services that were not delivered or rendered by the vendor.

USDA 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.

WITHDRAWAL OR ALTERATION OF OFFERS

Offers may be withdrawn following a written request on company letterhead to the IFB administrator prior to the submission deadline. Proposals may not be withdrawn after the submission deadline. Following withdrawal, a bidder may submit a revised proposal at any time up until the deadline for submittals. At no time may a bidder have more than one valid proposal awaiting consideration.

At the discretion of the IFB administrator, bidders may be allowed up to 48 hours from the time of the bid opening to cure minor errors or omissions such as, but not limited to, non-conforming non-contractor affidavit or immigration and security form. Bidders must make such cures at the Walton County SNP office.

SOLICITATION SPECIFIC TERMS AND CONDITIONS

BACKGROUND AND PARTICIPATING SYSTEM DETAILS:

The GEC Disposables bid presently consists of 13 independent school districts with more than 80 individual school buildings. All sites will require deliveries throughout the school year.

School year 2021-2022 calendars may be downloaded from individual system web pages. Bidders will be responsible for confirming school calendars prior to submitting proposed delivery schedules to each district. Weekly deliveries are preferred; however, bi-weekly deliveries will be considered.

The GEC desires a reliable and efficient vendor to meet purchasing needs for food service paper/disposable products and limited chemical products. While the primary interest of the GEC is to receive quality products at the least possible cost; service and support are also important parts of the vendor-SNP relationship. It is expected that the awarded vendor will place a high priority on positive customer interactions with the GEC member districts.

Quantities indicated on the pricing form are estimated quantities for the contract period and may fluctuate upwards or downwards. The GEC nor any of its member districts must not be required to purchase the full quantities which are listed as estimates. GEC requirements may, in fact, exceed the quantities shown and all orders received by the vendor during the term of the contract shall be filled in accordance with the terms and conditions set forth in this IFB.

DELIVERY AND FREIGHT REQUIREMENTS

1. Delivery schedules must be provided to each member district by July 20 of each contract year.
2. Orders placed under this contract will require delivery *between* the hours of 7:00 a.m. and 2:30 p.m. to all of the school sites in all systems listed as participating in this proposal. This means that deliveries must be completed by 2:30 p.m.
3. Member district Directors have the latitude to allow deliveries to occur prior to 7:00 a.m. or after 2:30 p.m. A decision by one district to allow deliveries outside the standard delivery times will not have bearing or reflect on other district decisions.
4. Deliveries shall be made weekly or every other week as agreed upon by the member district Director and vendor.
5. Deliveries shall be made on a regularly scheduled basis, Mondays through Fridays, except on school holidays or closing days (due to circumstances beyond the control of the district).
6. If a scheduled delivery occurs on a planned school holiday, the delivery shall be made on a day to be mutually agreed upon by the member district Director or her designee and the successful vendor.
7. An authorized school staff member will verify the quantities of each item, brand and code numbers of each item, and condition of merchandise. The authorized school staff member shall sign each delivery ticket. Variations from the norm shall be noted on each ticket by the authorized school received and initialed by both the delivery person and the school staff member.
8. Delivery personnel shall deliver merchandise into designated storage space per site manager's directions. Delivery personnel shall not be required to load merchandise onto shelves.
9. Delivery personnel should leave at least two copies of delivery tickets or invoices at each delivery site. Failure to deliver product with at least two invoice copies may result in payment delay.
10. "Blind" or key drops are not allowed as part of this contract.
11. Vendor is not permitted to set minimum case or dollar quantities for per site deliveries. Member districts will work with sites to ensure small quantity deliveries are not the norm.

PRODUCT REQUIREMENTS

Member districts shall have “automatic” product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on a package is the responsible party. Vendors are expected to take immediate action to correct any situation in which product integrity is compromised.

SANITATION REQUIREMENTS

School nutrition personnel at delivery points may routinely inspect the vendor’s delivery trucks. The storage area of the truck must be free of insects and rodents, and be adequate for storing and delivering products in a protected environment.

SERVICE LEVELS

The successful vendor shall fill all *original* orders at a monthly average of 98% or above on the originally scheduled delivery day. Deliveries of the remaining 2% shall be governed by the following:

1. Out of stock conditions

- a) Automatic substitution is not permitted under this contract.
- b) The vendor must notify the district Director or her designee by email or telephone that an item is not in stock. This notification must occur at least twenty-four (24) hours prior to the scheduled delivery.
- c) If districts are not notified of shortages prior to delivery, each district has the option to require the vendor to deliver shorted product as soon as the product is in stock with the vendor, or an acceptable alternative approved by the district.
- d) The member district will have the option of ordering another product on contract or allowing the substitution of another brand of equal quality and value at the contract price or lower.
- e) If an out-of-stock condition persists, the member district may, in good faith and at its sole discretion, purchase a product of equal or greater quality from another source. Should this situation arise, the successful vendor shall be fully responsible and liable for the difference in the cost between the amount paid for the substituted product plus any fees associated with the purchase and the amount which would have been paid if the item had been delivered as originally ordered.

2. Shortages

- a) This condition occurs when an item is ordered, is in stock and delivery is planned, but the product is not delivered due to the vendor’s failure to load the item on the delivery truck, the product is delivered to another customer, etc.
- b) At the discretion of the member district’s Director, the item must be re-delivered within twenty-four (24) hours to the site which originally ordered the product. The member district’s Director has the discretion to re-order the product on the next scheduled delivery, but is not required to make that choice.
- c) If shortages occur which affect more than one school, at the discretion of the Director, the items must be re-delivered to all sites which originally ordered the product. The member district’s Director has the discretion to allow all shortages be delivered to a central location, but is not required to make that choice.

SITE VISITS

The GEC reserves the right to make site visits to the successful vendor's operation facilities prior to and after the award. Site visit details may include a inspection of warehouse and storage facilities as well as inspection of delivery fleet capabilities.

SPECIAL ORDERS

Member districts must be allowed the option to purchase items listed in this IFB for uses other than meal service on a limited basis. For the purposes of this bid, "limited basis" is intended to mean no more than two times per school year for each item ordered. Items ordered may not be items which are currently on the bid. Such orders must be invoiced separately and must not be included with usage figures.

SUPPLEMENTAL BID ITEMS

This bid is written to allow the addition of items to the bid so long as the projected cost of the additions does not exceed the current federal micro-purchase maximum. Districts should contact the bid administrator in order to confirm that the addition maximum is not exceeded. Items being added may be the result of newly created items or alterations to meal service out of the control of the Nutrition Departments.

TRANSMITTAL OF ORDERS

Order guides must be made available by the successful vendor for recording and/or transmitting orders upon request by each member district. Orders will be placed by a mixture of systems including fax, telephone, e-mail, or other electronic means. It is preferred that an online ordering option be available.

It is anticipated that orders will be placed weekly and will be delivered weekly or every other week. Orders which are delivered weekly will be placed and delivered on a skip two (2) day basis. That is, order on day 1, skip two (2) days, and then deliver on day 3. This permits an order to be placed, vendor identification/notification of any out-of-stocks, and selection of a replacement item before delivery will occur.

VENDOR'S RESPONSIBILITY

1. The vendor will be responsible for meeting all specifications and guidelines set forth herein. No offer will be considered which does not provide a serious and reasonable proposal to the solicitation.
2. Vendors are expected to invoice each member district individually. Items which are on back order may be listed on invoices, but payment will not be made for items until receipt.
3. Vendor is responsible for ensuring that invoices are mailed or delivered electronically at the beginning of each month.
4. Vendor must provide purchasing or usage ("velocity") reports upon request.
 - a) Usage reports must be available for the GEC or any member district upon request.
 - b) A usage report must reflect the total quantity delivered per item (in terms of bid units) per delivery point and a combined district total.
 - c) Usage reports must be submitted within ten (10) calendar days after a request has been made.

- d) Purchasing reports must be in an easily manipulated format such as a Microsoft Excel® spreadsheet or in a format which can be imported into Excel (e.g.: .txt or .csv).
- 5. Vendor must provide certificates of insurance to the bid administrator within fifteen (15) days of the date of award.
- 6. The vendor is responsible for having a current criminal background check performed for each representative who will be in any GEC member district school. For the purposes of background checks and this bid, “current” will be interpreted to be within the five years prior to the onset of the contract. Proof of background check need not be included with the proposal, but must be available upon request.

IFB SUBMISSION INSTRUCTIONS

General Requirements

Bidders must respond to each subsection under the Cost Proposal and Technical Proposal as outlined on the following pages and use any required forms which are included. Bidders must label their response according to numbers and/or labels listed with the subsections. Failure to follow the specified format, label the responses correctly, or not address all of the subsections may result in the determination, at WSCD's sole discretion, that the vendor be deemed non-responsive with the IFB submittal be rejected and not considered.

Information presented should be relevant in response to the requirements of the IFB. Vendor is not required to return narrative parts of this IFB unless noted.

Cost Proposal

Bidder's cost proposal must be submitted using the included cost submission form. The bidder's cost proposal must reflect *all* costs proposed which will be required to successfully meet the scope of the services required by the IFB. Failure to submit costs using the provided cost proposal form may be grounds for bid disqualification.

The Cost Proposal shall be submitted to WSCD in a separate, sealed envelope from the Technical Proposal, but may be submitted in the same physical package. Vendors must complete Appendix C-2 (an Excel file delivered at the same time as the bid document) as the sole method of submitting costs.

The cost proposal form must be submitted both printed and on a flash drive. Failure to submit both a printed and electronic copy of the cost proposal may be grounds for disqualification.

Technical Proposal

Sections required to be addressed in the technical proposal are listed below. Specific directions for each are detailed later in the document. Each section and sub-section of the proposal has the ability to garner a maximum number of points as listed below.

| | | |
|------------|-------------------------------------|-----------|
| Cost | | 90 |
| Technical: | Regulatory and supporting documents | 35 |
| Technical: | Yes/No/Short Answer questions | 85 |
| Technical: | Customer References | <u>75</u> |
| | Total potential points: | 285 |

Tie Bid Solution

In the event of a tie bid, the following criteria will be used to determine the bidder which will receive the IFB award. Each criterion will be evaluated in the order listed until a winner is determined.

1. The bidder which bids lowest on the top ten (10) items in terms of previous year purchase quantities.
2. The bidder which provides the fewest number of "no bid" items.
3. The bidder who submits the fewest proposed alternate items.

Contract Award

The proposer with the highest combined points will be the awarded vendor. The successful vendor is expected to enter into a contract with each system which shall include terms and conditions within the scope of this IFB. If the selected vendor fails to sign and return a contract drawn pursuant to this IFB within fourteen (14) days of its delivery, WSCD may determine that the vendor has failed to enter into a contract and WSCD may open negotiations on behalf of the participating systems with the next best evaluated vendor.

Sites & SY 21-22 Start dates

| System | SY 21-22 Start Date |
|----------------------------|---------------------|
| Commerce City | July 20, 2021 |
| Franklin County | August 5, 2021 |
| Jackson County | July 30, 2021 |
| Jefferson City | July 30, 2021 |
| Greene County | August 2, 2021 |
| Hart County | August 2, 2021 |
| Madison County | August 6, 2021 |
| Morgan County | August 2, 2021 |
| Oconee County | August 4, 2021 |
| Oglethorpe County | August 11, 2021 |
| Social Circle City Schools | August 4, 2021 |
| Walton County | August 3, 2021 |
| Wilkes County | August 23, 2021 |

Proposal Certification – Disposables/Chemicals

Bidder Name: _____

I, the undersigned, have carefully examined and fully understand the Disposables/Chemical IFB in its entirety and agree to conform to every requirement. I further acknowledge that failure to prepare, submit, or execute this proposal in the exact manner requested will be cause to reject any or all of my proposal submission.

Failure to incorporate the most recent information posted to the Walton County Schools/School Nutrition Solicitations website may be cause for rejection. It is the bidder’s responsibility to check the current WSCD/School Nutrition Solicitations website for addenda, responses to questions/clarifications, or other communications which may be necessary during the solicitation period. Vendor acknowledges and incorporates each applicable Addendum listed below as part of their response. Check all that apply:

Addendum # 1 _____ Addendum # 2 _____ Addendum #3 _____ No addenda_____

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation.

SUBMITTED BY: _____

SUBMITTED BY (printed): _____

TITLE: _____

COMPANY NAME: _____

DUNS Number: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

NOTE: Fill this sheet out in INK. If corrections are needed, cross out and initial. DO NOT ERASE. DO NOT USE CORRECTION FLUID. DO NOT USE ERASABLE INK.

Cost Proposal

1. The bidder must submit pricing using the form provided electronically separately, but with this solicitation. Bidders submitting pricing in any other format may be deemed non-responsive and may have their proposal disqualified. Bidders must submit both a printed copy of their pricing submission and also include their pricing submission on a flash drive.
2. The bidder shall enter their business name in the yellow cell at the top of the disposables tab.
3. The bidder shall complete pricing for at least 98% of the items listed. Bidders are allowed five (5) items for which they may submit a no-bid. Bidders who fail to provide pricing for more than five (5) items may have their proposal deemed non-responsive and may have their proposal disqualified.
4. If recommending an alternate item, a sample of the alternate may be required to establish that quality is equal and that the alternate product would be acceptable.
5. Estimated quantities provided are based on pack sizes for the approved items. Should an alternate be suggested, estimated usage may vary.

Vendors must complete all columns:

Column F: Package description: Enter the type of package in lay terms, e.g. “case”, “roll”.

Column G: Units per pack: Enter the number of individual usable items per package, e.g.: 10 boxes/case, 4/150 ct. trays.

Column H: Mftr. Name: Enter the manufacturer’s name for the item you are proposing.

Column I: Mftr. Code: Enter the manufacturer’s identifying code number for the item you are proposing.

Column J: Alt?: Mark this cell with an “X” if recommending an alternate as part of a flexible specification.

Column K: Vendor Code: Enter the vendor’s identifying code number.

Column L: Vendor Cost: Enter the vendor’s cost from manufacturer.

1. “Vendor’s cost” shall be defined as the cost delivered to the vendor’s warehouse
2. Vendor’s cost shall be based on the most recent invoice or manufacturer’s confirmation of price for the GEC (whichever is later) immediately prior the GEC IFB deadline.
3. Should a manufacturer’s confirmation be used in lieu of an invoice and the confirmation specifies time and quantities, cost may not be changed until next pricing change opportunity which occurs after the manufacturer’s confirmation. Manufacturer’s confirmations must be on the manufacturer’s letterhead with an authorized signature.

Column M: Load fee: Enter the fixed fee to be charged to deliver the product from your warehouse to each site. The load fee must be a fixed dollar amount and may not be listed as a percentage. Programs operating under the National School Lunch Program may not be charged cost plus a percentage of the cost.

TECHNICAL PROPOSAL: Regulatory and supporting documents

This page from the IFB does not have to be returned. Respond to each item on a separate piece of paper (each item is not required to be on a new sheet). Label each item and transfer the item's heading to the separate paper. Return your responses with your submission.

1. Proposal Transmittal Letter

The proposal transmittal letter must clearly include the following:

- a) The proposal remains valid for a minimum of sixty (60) days following the submission deadline
- b) Confirmation that the company shall comply with all provisions in this IFB

2. Business Stability Summary/Vendor Qualifications

The Technical Proposal should include a business stability summary which shall provide information to support the company's viability as a long-term partner. Include information related to company background and organization, as well as the name of the company person or persons who will be assigned as project coordinator(s) for the contract.

TECHNICAL PROPOSAL: Yes / No / Short Answer Questions

This page from the IFB must be returned. For each item, mark "yes" or "no". Only one answer is expected within each row.

| | Yes | No |
|--|-----|----|
| 1. Does your company have sufficient drivers and substitute drivers on payroll to provide routinely scheduled deliveries? | | |
| 2. Can your company provide deliveries to all sites in all districts within a 7:00 – 2:30 window (on the district’s set delivery day)? | | |
| 3. Will there be a no more than two points of contact for GEC bid management? | | |
| 4. Does your company offer online ordering? | | |
| 5. Does your company require delivery minimums (case or dollar amounts)? | | |
| 6. Does your company offer any supplemental items such as professional development opportunities? | | |

Short answer:

1. Describe how each district will be notified when there are out of stock items for a delivery. Include the amount of advance notice districts are given to approve substitutions for a delivery.

TECHNICAL PROPOSAL: Customer References

This page of the IFB does not have to be returned. Respond to the following items on a separate piece of paper, all references may be included on the same sheet. Return your responses with your submission.

Provide customer references for at least three school nutrition partnerships *in Georgia* which include:

System name

System contact name (Director/Associate/Coordinator with whom the company works most closely)

System contact information (telephone)

System size (number of schools)

Length of time in partnership with the school system

IFB administrator reserves the right to reject a reference which includes contact information for person(s) who have not been with the school system partner for greater than two months. Said references will be discounted and treated as a non-response for that reference.

Immigration and Security Form

- A. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq., contractor must initial one of the sections below:
- _____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.
- _____ Contractor has 100 – 499 employees and warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.
- _____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.
- B. Contractor shall use commercially reasonable efforts to include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

Signature _____ Date

Firm Name _____

Mailing Address _____

City, State, ZIP Code _____

Telephone Number _____

Email address _____

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 SNPs 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: _____

Name of Public Employer: _____

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

Executed on _____, ____, 20__

in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Printed Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC (seal)

My Commission Expires: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U. S. C. 1352
 Approved by OMB 0348-0046

| | | |
|--|---|--|
| <p>1. Type of Federal Action</p> <p><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</p> | <p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes</p> <p>For Material Change Only: Year: ____ Quarter: ____ Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee</p> <p style="margin-left: 150px;">Tier _____, If known</p> <p>Congressional District, if known _____</p> | | <p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p> |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable _____</p> | |
| <p>8. Federal Action Number, if known</p> | <p>9. Award Amount, if known</p> | |
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different than No. 10a) (last name, first name, MI):</p> | |
| <p>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.</p> | | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form – LLL (Rev 7/97)</p> |

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 or 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 and 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 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 the 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 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 (IFB) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control assigned by the Federal agency]. Include prefixes, e.g., "IFB-DE_90-01".
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 individual(s) performing services, and include full address if different than 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.

End of IFB
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