# Haralson County Schools And Bremen City Schools Food and Nutrition Service Programs

Haralson County Board of Education
299 Robertson Avenue
Tallapoosa, GA 30176

# **Invitation for Bid for Fresh Bread Products**

Issued on: March 14, 2019

Bid Due Date: April 9, 2019

#### Section I

# INVITATION TO BID FRESH BREAD FOR Haralson County Schools

Date: March 6, 2019

Bid Number and Title: Haralson Co. Fresh Bread 2019-2020

**To All Vendors** 

**Announcement:** Haralson County School System, Gordon County, Paulding County and Bremen City are soliciting bids for **Fresh Bread** 

**Contract Term:** This contract term will be twelve (12) months from August 1, 2019 to July 31, 2020 with the possibility of 4 annual renewals if mutually agreeable to both parties and compliant with the terms of renewal within the contract. (See Terms & Conditions)

**Submission Procedures:** Sealed bids will be received subject to the terms of the solicitation, at the office of: Cindy Jones, School Nutrition Director for the Haralson County Board of Education located at 299 Robertson Ave., Tallapoosa, GA 30176. The solicitation can be found at: <a href="http://www.haralson.k12.ga.us">http://www.haralson.k12.ga.us</a> or you may request that a paper copy be mailed to you by contacting: Cindy Jones at 770-574-2500 ext. 41224.

Bids must be on the Price Quote Form(s) furnished with this document. Price quote form(s) must be completed in their entirety. Any corrections made on the quote form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid. Each vendor is required to furnish all information requested in the Invitation for Bid. The original and one copy of the bid must be submitted in a sealed envelope marked: **Haralson Co. Fresh Bread 2019-2020** 

**Bid Opening Haralson County Fresh Bread 2019-2020** will be opened on (April 10, 2019) at (10:00 AM Eastern Time). Bid will be opened at (Haralson County Board Of Education Office, 299 Robertson Ave., Tallapoosa, GA 30176). Please allow ample time for delivery. Faxed bids will not be accepted. **Bids received late will not be considered.** 

**Contact Info:** Cindy Jones, Nutrition Director, Haralson County Schools, 299 Robertson Ave., Tallapoosa, GA 30176. Email: cynthia.jones@haralson.k12.ga.us , Phone: 770-574-2500 ext. 41224

**Award Determination:** Award for this Fixed-Firm Contract shall be made to lowest-priced responsible and responsive Bidder meeting all Haralson County Terms and Conditions based on the award criteria set forth in the Special Terms and Conditions as consideration will be given to student preference and acceptance, compatibility with menus and foodservice operations, and acceptable service. Haralson Co. reserves the right to accept or reject any and all bids with a sound, documented reason and to waive any informality, **which may result in awards to other than the lowest bidder**, if such action would result in the "best value" for Haralson County School system and students. Your interest and participation are solicited and appreciated.

"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) 750-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

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#### Section II

#### **General Terms and Conditions**

#### 1. Debarment and Suspension Verification (7CFR 3017)

By signing this agreement, the bidder is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusion with the U.S. Department of Agriculture. All responses will be verified.

#### 2. Escalation/De-escalation clause (if applicable)

**Economic Price Adjustment:** All prices offered shall be firm against any increase for twelve, (12) months from the effective date of the contract. (30) days prior to renewal, Haralson County may entertain a request for escalation in accordance with the most recently published consumer price index for bread. Each successive option will be treated in the same manner. Haralson County reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one year from the date of the increase. This clause also enables Haralson County to seek de-escalation on the same terms.

#### 3. Contract Term Clauses (Including Renewal and Extension)

**Contract Term.** The contract between Haralson County and the Vendor shall begin and end on the dates specified in the Invitation for Bid, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

**Contract Renewal.** Haralson County shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to -year basis for up to 4 additional bid periods by giving the Vendor 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 Haralson County, funding, and Vendor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment.

**Contract Extension.** In the event that this Standard Contract shall terminate or likely to terminate prior to the making of an award for a new contract for the identified goods and services, Haralson County may, with the written consent of Vendor, extend this Contract for such period as may be necessary to afford Haralson County a continuous supply of the identified goods and services.

#### 4. Buy American Act – 7 CFR 210.21

Vendor 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 United States.

#### 5. Non-Performance or/and Termination Clauses

- a. Immediate Termination. This Contract will terminate immediately and absolutely if Haralson County determines that adequate funds are not appropriated or granted or funds are de-appropriated such that Haralson County cannot fulfill its obligations under the Contract, which determination is Haralson County's sole discretion and shall be conclusive. Further, Haralson County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- (i) In the event the Vendor 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) Haralson County determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused, or reasonably could cause, life health or safety to be jeopardized;
- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Vendor furnished any statement, representation or certification in connections with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

#### b. Termination for Cause.

The occurrence of any one or more of the following events shall constitute cause for Haralson County to declare the Vendor in default of its obligations under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to Haralson County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Vendor;
- (ii) Haralson County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Vendor 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 Vendor terminates or suspends its business; or the GEC reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or State law;
- (v) The Vendor has failed to comply with applicable Federal, State, Local laws, rules, ordinances, Haralson County regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose Haralson County to liability, as determined in the
  - Haralson County's sole discretion; or
  - (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of Haralson County, or a third party.

#### c. Notice of Default.

If there is a default event caused by the Vendor, Haralson County shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in Haralson County's written notice to the Vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, Haralson County 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 Vendor;
- (iii) Invoice the vendor and receive payment from the vendor for any lost revenue caused by the vendor and/or delivery personnel, may include but is not limited to refunding systems for lost reimbursement, and/or
- (iii) Enforce the terms of the Contract and seek any legal or equitable remedies.

#### d. Termination Upon Notice.

Following thirty (30) days' written notice, Haralson County 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 goods and services provided under the Contract to Haralson County up to and including the date of termination.

#### e. Payment Limitation in Event of Termination.

In the event of termination of the Contract for any reason by Haralson County, they shall pay only those amount, if any, due and owing to the Vendor 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 Vendor's Claim. This provision in no way limits the remedies available to Haralson County under the Contract in event of termination. The School Food Authority 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.

#### f. The Vendor's Termination Duties.

Upon receipt of notice of termination or upon request of the School Food Authority, the Vendor 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 Vendor;
- (iii) Comply with the School Food Authority's instructions for the timely transfer of any active Files and work product produced by the Vendor under the Contract;
- (iv) Cooperate in good faith with the School Food Authority, its employees, agents and Vendors during the transition period between the notification of termination and The substitution of any replacement vendor; 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 Vendor.

#### 6. Clean Air Act - CFR7-3016.36(i)12

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 \$100,000.00.

#### 7. Civil Rights Statement

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). USD is an equal opportunity provider and employer.

#### 8. Record Retention- CFR7-3016.36(i)11

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 School Food Authority, 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.

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

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

#### 10. Energy Efficiency-CFR7-3016.36(e)

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, 94163, 89 Stat 871).

**11.** Potential Small Business, Minority, and Women's Business Enterprise – CFR7-3016.36-e It is the intent of GEC to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

#### 12. Non Collusion

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

# 13. Vendor must comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFR Parts 3016 and 3019.

This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the state of Georgia. State Sales and Use Tax Certification of Exemption forms will be issued upon request.

#### 14. Lobbying (over 100K) – CFR 7.3018

All applicable Solicitations must include both Certification and Disclosure Statement. (See Appendix for Sample)

- **15. Insurance Requirements:** The vendor shall provide and maintain during the entire period of Performance under this contract, the following minimum insurance:
  - (i) Workman's Compensation: Coverage of all individuals engaged in any work under this contract, and meeting the requirements of Georgia Law regarding workman's compensation insurance.
  - (ii) Comprehensive General Liability: Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.
  - (iii) Comprehensive Automobile Liability: Limits of coverage shall not be less than \$100,000 per person and \$300,000 per accident for bodily injury and \$100,000 property damage.

#### **16. Protest Procedures**

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 School Food Authority holding this bid **Haralson** 

**County Board of Education**. 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, identification of the purchasing agency and the solicitation or contract number;
- (iii) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- (iiii) The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest.

#### 17. Force Majeure (Force of Nature)

If Haralson County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Vendor's performance for more than thirty (30) days, Haralson County 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 Haralson County's obligation to pay the Vendor for work already completed by the Vendor and the Vendor's warranty for work already completed.

Section III

**Special Terms and Conditions** 

#### Haralson County Schools Fresh Bread Bid 2019-2020

#### Nutrient analysis and CN Labels must be provided

A signed copy of the nutrient analysis for each item quoted must be provided with the quotation. Product labels should provide a Child Nutrition Label (CN) accurately stating contribution to the current USDA guidelines, where a product with 16 g of combined flour equals 1 Oz Grain Equivalent, as required for the National School Lunch and School Breakfast meal pattern.

#### Tax

Quotations shall be free of all taxes. Quotations shall include all required services and materials specified in this document with all discounts included. Quotation must include all delivery charges. Tax Exemption Certificates will be furnished upon request.

#### **Delivery**

Prices quoted in this bid should be for the delivery of fresh bread products as specified, (2 deliveries per week) in units as specified to the individual school facilities as listed in this document.

All items ordered will require delivery to each school facility. Locations of schools will be provided by the PARTICIPATING SCHOOL SYSTEM. Any and all charges and/or surcharges for delivery must be clearly indicated and included in the unit price.

All deliveries must be prescheduled and on time. Product may not be left outside, but must be delivered to a clean and secure area. Drivers should utilize the most advanced technology, be professional, keep accurate records, and exhibit friendly customer service. Drivers must be trained in the specific needs of school nutrition programs, lunch room workers, and school kitchens. Driver must remove empty bread racks in a timely manner; and remove all empty bread racks at the end of the school year. Trucks must be clean, free of pest and follow an approved cleaning procedure. Sanitation must be routine and documented. Documentation of cleaning must be posted in the delivery truck/trailer and copies made available upon request. Delivery trucks should not be used to transport non food items, contaminated products, or livestock. Drivers must be trained in the chain of custody of product to best understand food safety. Delivery vehicles warehouses and bakeries are subject to inspection by Haralson County or participating counties nutrition personnel, delivery personnel must wear vendor issued uniforms and/or ID badges.

#### **Estimated Usage**

All estimated usage data has been collected from sources believed to be accurate and represents the best information available at this time; however, it is not warranted that all information is correct. Please refer all

questions to Cindy Jones, Haralson County Schools, 299 Robertson Ave., Tallapoosa, GA 30176, Phone: 770-574-2500 ext. 41224. The school enrollment numbers listed are estimates to assist the bidder in determining unit quantities required by each site; however, bidders should understand that enrollments may vary from the estimates listed.

#### **Quality of product and delivery**

The successful vendor shall be the sole source of fresh bread products as specified for the GEC school systems actively participating in this bid. As such, the successful bidder is obligated to meet all terms and conditions as specified in the bid document for Haralson County Schools and other participating Counties through-out the contract period. Failure to do so may result in termination of the contract.

Haralson County Schools and Bremen City reserve the right to determine if the products delivered are the type and quality as specified and bid. Product must be delivered fresh.

Vendors should be advised that random sampling and testing of products purchased under this bid contract will be performed. If at any time during the contract period Haralson County school system does not receive product in the quality or condition as bid, sampled and accepted through this bid process, such items are to be removed at the vendor's expense from the premises of all Haralson County schools requesting pickup. Any cost incurred will be borne by the vendor including full credit to Haralson County schools for the total amount of product removed. Additionally, this may result in termination of the bid contract.

In the event the successful vendor fails to deliver all items on or before the required delivery dates and does not meet the terms of delivery as bid, the contract may be terminated.

#### **INVOICING AND PAYMENTS**

Haralson County School system and other participating School systems will provide detailed payment information upon award of the bid.

The successful vendor will provide two invoices as orders are delivered. All invoices must be fully itemized, showing unit and extended cost. Invoices must have an invoice number and show the date of delivery to the receiving school. If there is a shortage or error in goods received, as determined by the authorized receiving person, payment will be adjusted accordingly.

Payment will be made promptly by each participating school system after final acceptance of products as delivered is made by an authorized representative of each school site and receiving is complete.

Final inspection resulting in acceptance or rejection of the products by each school site will be made as soon as practicable, but failure to inspect during delivery shall not be construed as a waiver by the school to claim reimbursement or damages for such products, which are later found to be out of compliance with specifications or unwholesome.

No invoice will be processed for payment until such time as all contractual obligations have been met and products have been received and determined to be in good order.

The successful vendor shall give full credit for delivery of outdated product, and/or spoiled product as delivered.

Haralson County school system and other participating school systems are held harmless in the event one or more participating school systems do not meet their financial obligations resulting from this contract.

All invoices and/or financial questions should be directed to Haralson County School Nutrition or to the other participating school systems nutrition department.

After bid award, contact information will be provided to each school for: 1) route driver 2) route driver's supervisor 3) billing issues

#### **SPECIAL CONDITIONS FOR BREAD BID**

The successful company must ensure that all racks and trays used for delivery are clean and sanitary. Racks of bread must be placed in a location designated by the individual kitchen manager, and stacked in a manor to allow easy access for the kitchen staff.

The system director must be notified of any outages that results in product shortages prior to delivery date. The process of substituting one product for another is STRONGLY discouraged. Substitutions without prior approval by the Director of Nutrition will **not be subject to payment.** Payment for approved substitutions will be made per individual unit at the unit bid price. Should substitutions or shortages result in a loss of revenue or reimbursement to a school district, the vendor must refund the full value of the loss.

Service in a timely manner is required by the Haralson County school system. If any school reports untimely deliveries or shortages three or more times during the contract period, Haralson County will request a hearing with the successful bread company. Bidders are to be advised that a significant number of untimely deliveries and/or shortages, as determined by Haralson County, can result in termination of the Fresh Bread Contract.

At the close of the school year, the successful vendor must provide a detailed summary of the value of bread products delivered for the year Haralson County Schools if requested.

#### FIRST POINT OF CONTACT

The vendor must provide the name and telephone number of the "first point of contact" or the first person in the vendor's organization that schools personnel should contact concerning product and delivery issues.

#### **DELIVERIES**

All items are to be delivered to each school cafeteria as orders are placed.

The successful vendor shall ensure the following standards of quality are met on each and every delivery:

- Product inventory is to be rotated during delivery to ensure the oldest product is first served.
- All products are delivered to the storage area as directed by the school food and nutrition manager at each site. No product is to be delivered to outside areas.
- Only fresh, wholesome products are delivered.
- Types and quantities of products delivered shall be based on directions/orders placed by each site manager.
- Deliveries must be on time and made in a clean, sanitized and inspected delivery vehicle

Orders for the first week of school will be placed by each school at minimum two (2) weeks prior to the first day of school opening.

Haralson County Schools are concerned about high delivery costs. In order to conserve costs, Bid prices should include deliveries to each school once per week. If extra deliveries are required by individual sites, on a regular basis, any additional delivery cost incurred shall be invoiced to that site specifically. NO additional delivery cost should be charged for scheduled deliveries, delivery changes to meet the school calendar, changes due to increment weather or make up deliveries due to vendor error.

The successful contractor shall contact each school to establish orders and delivery schedules that are mutually satisfactory.

The successful vendor must be prepared for a company representative to visit each school facility prior to the first day of school, for the contract period, to meet the site manager and receive directions for delivery specific to that school.

Delivery times must be arranged with the site manager to prevent any delay in lunch and breakfast schedules for each school.

Products shall not be crushed or damaged when delivered.

All deliveries are to be to the storage area designated by each school Nutrition Service Manager INSIDE the school kitchen. FOR SECURITY PURPOSES: UNDER NO CIRCUMSTANCES SHOULD BREAD PRODUCTS BE DELIVERED TO THE SCHOOL DOCK OR OTHER UNAUTHORIZED AREA.

In the event that a scheduled delivery day falls on a school holiday or closed day, the successful contractor will deliver to all school sites for that school system on another day in that week if bread products are needed.

If due to unforeseen circumstances, a scheduled delivery is going to be delivered late, the contractor shall notify the schools receiving delivery <u>well in advance</u>, notifying the school as to the day and the expected time of arrival. Notification shall be ASAP.

If product cannot be delivered on the day scheduled the contractor will contact each unit, when delivery is expected, to determine the best delivery time on the preceding or following day. Notification shall be ASAP. (Notification should be prior to the scheduled delivery day)

Day deliveries will be made at hours convenient to the vendor and when an authorized receiving person is available, excluding the hours during meal service at each site. Morning deliveries must be made before 7:00 A.M. in breakfast schools.

A school calendar will be provided by the school system to assist the vendor in planning delivery schedules.

#### SAFETY AND SECURITY REQUIREMENTS FOR NIGHT DELIVERIES

In order to facilitate timely deliveries Haralson County school system will provide to the successful vendor security access codes and keys to school kitchens.

Payment for night deliveries will be only for the amount of product delivered to the designated site, less the existing inventory at the school.

Safety and Security contact phone numbers for each school system allowing night deliveries will be provided and should be used by delivery people in case of emergency or request for assistance.

A Security Service Charge of \$50.00 will be assessed when security alarms are triggered during bread delivery beginning with the third occurrence per school and \$50.00 per alarm, per school, continually thereafter during the remainder of the contract.

Keys must be returned to each school system allowing night deliveries within five (5) working days from the last day of the contract period. Keys must be returned in the same condition as received. Charges to replace keys and/or locks due to missing/damaged keys and locks will be deducted from the final payment made at the end of each school year.

If keys are lost, the vendor shall be charged for replacement of the lock and two keys. The vendor shall be responsible for any theft, vandalism or damages that occur because of lost keys or doors left unlocked.

If during the course of the contract, school security access codes must be changed due to negligence on the part of any representative of the company, a \$150.00 reprogramming fee will be charged.

All security charges and fees will be fully itemized and deducted from payment to the vendor.

#### OPENING AND CLOSING OF SCHOOLS DURING THE CONTRACT PERIOD

Haralson County produces an annual calendar showing school closings for the year. The opening and closing dates for the school system may change from school year to school year during the existence of the contract. It is the successful vendor's responsibility to contact each participating school system to secure their calendar prior to school starting each year while the contract is in effect.

#### **MARKETING MATERIALS**

All marketing materials used for the promotion of products purchased as part of this contract must be approved by the Nutrition Services director prior to use.

#### PRODUCT SAMPLES

Please read these instructions carefully.

No bid will be considered without prior taste testing. Only vendors who provided requested samples for the pre-bid taste test will be considered for this bid. Samples may be provided at the time of bid opening for items additional items submitted.

#### SPECIAL CONDITIONS FOR FRESH BREAD

All products bid must be equal to or better than those specified.

In the event that the bidder desires to bid a product which differs in any respect from the one specified, the bidder must clearly and fully list the differences on the bid document and must state that it is an alternate bid.

The furnishing of cuts, catalogs or printed descriptions will not relieve the bidder of this requirement.

Haralson County reserves the right to determine if the products offered are the type and quality desired.

All products must be fresh and wholesome as delivered. Products must be delivered 7 or more days prior to the expiration of the "best if used by date". Packages must not be torn or opened.

#### All bidders must assure:

- 1. Product consistency is guaranteed.
- 2. A stringent HACCP program is in force throughout production and delivery.
- Products will include mold inhibitors at proper levels as allowed by the Federal Food, Drug and Cosmetic Act.
- 4. Products will be made with a blend of not less than 50% whole grain and 50% or less enriched flour, which conforms to the US Standards of Identity for Enriched Flour (21 CFR 137.165) and shall be milled from a variety of hard and/or soft wheat or from whole wheat or whole grain and/or blends of each. All
- 5. All bread shall be evenly baked without evidence of scorching or burning.
- 6. Bread shall be sliced when specified with each slice meeting the specified weight.
- 7. All bread products shall have a flavor and aroma characteristic of the type and style.
- 8. There shall be no foreign odors or flavors such as, but not limited to, burnt, scorched, stale, rancid or moldy.
- 9. The bread shall have a firm yet tender and fresh texture.
- 10. All ingredients used in products shall be clean, sound, wholesome, and free from evidence of rodent or insect infestation.
- 11. All products shall be fresh and delivered within 48 hours after baking.

- 12. All products shall meet the grain requirement as requested in this bid request. Grain content must be document for each product. A CN label must be provided for each fresh bread product.
- 13. Under USDA guidelines a hamburger bun, deli bun, hot dog bun, slice of sandwich bread, or a dinner roll with 16 g of combined flour equals 1 Oz Grain Equivalent.

#### Attachment A

# Haralson County Schools, Gordon County Schools, Paulding County Schools and Bremen City Schools – Contract Agreement

THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THE FRESH BREAD BID.

We have carefully examined and fully understand the General and Special terms and Conditions and related documents, in providing **Fresh Bread** to Haralson County school district and Bremen City school district, and do agree to all terms and conditions by so signing this document.

It is understood that all prices bid include delivery to the individual schools.

Withdrawals, cancellations, etc., will not be accepted unless authorization is given by GEC members. In the event vendors fail to comply, they will be removed from the vendor list.

Company Name		
Address		
Representative's Name	(please print or type)	
Representative's signat	ure (must be signed in ink)	
Date	Telephone Number and Extension	
Email Address  Fax Number		

Signing the Contract Agreement affirms that the original Invitation to Bid has not been altered in any way and that the bidder agrees to all terms and conditions, both general and special, stated in this contract.

#### Attachment C

# District/School Contact Information Fresh Bread Committee

Cindy Jones, Director of School Nutrition Haralson County School System 229 Robertson Ave. Tallapoosa, GA 30176

Telephone Number 770-574-2500 ext. 41224 Fax Number 770-574-2255 E-mail address cynthia.jones@haralson.k12.ga.us

Karen Davis, Director of School Nutrition Bremen City Schools 504 Laurek Street Bremen, GA 30110

Telephone Number 770-537-5508 ext. 3220 Fax Number 770-537-0676 Email address <a href="mailto:karen.davis@bremencs.com">karen.davis@bremencs.com</a>

Karen Mathis, Director of School Nutrition Paulding County Schools 140 Bethel Church Road Hiram, GA 30141

Telephone Number 770-443-8003 ext. \*10153

# Email address <a href="mailto:kmathis@paulding.k12.ga.us">kmathis@paulding.k12.ga.us</a>

Lisa McKinney, Nutrition Training Manager Gordon County Schools 1300 Dews Pond Road, P.O. Box 8015 Calhoun, GA 30703-7000

Telephone Number 706-879-5011 ext. 8015 Email Address <a href="mailto:lmckinney@gcbe.org">lmckinney@gcbe.org</a>

# SAMPLES FOR TASTE TEST SHOULD BE DELIVERED TO THE HARALSON COUNTY BOARD OF EDUCATION CENTRAL OFFICE AT 299 ROBERTSON AVE., GA 30176 ON THE DATE TO BE DETERMINED FOR TASTE TEST.

#### CONTACT CINDY JONES AT 770-574-2500 ext. 41224

**SANDWICH BREAD, WHOLE-GRAIN RICH, 24 OZ. SLICED LOAF**: To be made from 50% or more whole-grain flour and 50% or less enriched flour. Fortification with Calcium and Iron is preferred. This product must meet 1 Oz Grain Equivalents per slice Loaf to be sliced: 22 usable slices plus 2 ends.

One slice must meet the USDA nutritional requirement for 1 bread credit in the National School Lunch and School Breakfast Program. This and all bread products must be **whole grain-rich** 

uct Name and Code N	<u>umber:</u>		-
e product bid made fro	om 50% or more whole grain	and 50% or less enriched flour?	
Iron fortified?			
ght of loaf	W	eight per slice:	
of slices per loaf witho	ut ends: P	rice per loaf:	
of slices per loaf witho CN label available?		rice per loaf:	
CN label available?		rice per loaf:  tion analyzed:	
CN label available?	Weight or size of por		
CN label available? rient Analysis:  Calories	Weight or size of por	tion analyzed:	
CN label available?  rient Analysis:  Calories  Vit A (IU)	Weight or size of portion           Protein           Vit C	rtion analyzed: Vit A (RE)	
CN label available?  rient Analysis:  Calories  Vit A (IU)  Calcium	Weight or size of portion           Protein           Vit C           Total Fat	tion analyzed: Vit A (RE) Iron	

HAMBURGER BUNS, WHOLE GRAIN RICH 3 1/2 INCHES, SLICED 2 Oz Grain Equivalent: To be made from 50% or more whole-grain flour and 50% or less enriched flour. Fortification with Calcium and Iron is preferred. Each bun must weigh at a minimum of 56 grams and meet USDA's current requirements for 2 Grain Equivalents. (Where a product with 16g of combined flour equals 1 Oz Grain Equivalent) This product and all other bread products must meat USDA's definition of Whole Grain Rich. To be bulk pack — 30 buns per pack.

Is the product bid made from or	nly whole grain and enri	ched flour?	<u>Is it Iron fortified?</u>
Weight of package		Weight per bun:	
Number of buns per package?	Pri	ce per package: \$	
<u>Is a CN label available?</u>			
Nutrient Analysis :	Weight or size of port	tion analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	
Sodium	Moisture	Ash	
		ease list here:	

**HOT DOG BUNS, 6 INCHES, CUT WHOLE GRAIN RICH**: To be made from 50% or more whole-grain flour and 50% or less enriched flour. This product and all other bread products must meat USDA's definition of Whole Grain Rich. Fortification with Calcium and Iron is preferred. **Each bun** must meet USDA's requirement of **2 Grain Equivalents**. To be packed 24 per package.

Pre-sampled required

Is the product bid made from	om whole grain and enriched	flour? Is it Iron fortified?
Weight of bun:	Bu	ns per pack:
Price per pack: \$		Price per bun: \$
In a CN label available?		
Nutrient Analysis:	Weight or size of por	tion analyzed:
Calories	Protein	Vit A (RE)
Vit A (IU)	Vit C	Iron
Calcium	Total Fat	Sat. Fat
Carbs	Dietary Fiber	Cholesterol
Sodium	Moisture	Ash
•		ease list here: .

**BUNS/ STEAK OR DELI - WHOLE GRAIN RICH, 6 INCHES LONG, SLICED:** To be made from 50% or more whole-grain flour and 50% or less enriched flour. This product and all other bread products must meet USDA's definition of Whole Grain Rich. Fortification with Calcium and Iron is preferred. Each bun must provide approximately **2.5 ounces of grain** contribution as defined by USDA for the National School Lunch Program and the School Breakfast Program 6 buns per package

Pre sample required

s the product hid made fro	m whole grain and enriched	flour? <u>Is it Iron fortified?</u>
s the product bld made fro	in whole grain and enriched	is it from fortified?
Weight of roll:	Ro	lls per pack:
Price per pack: \$		Price per roll: \$
Nutrient Analysis :	Weight or size of port	tion analyzed:
Calories	Protein	Vit A (RE)
Vit A (IU)	Vit C	Iron
Calcium	Total Fat	Sat. Fat
Carerain		Sui: 1 de
Carbs	Dietary Fiber	Cholesterol
Sodium	Moisture	Ash
f hid product differs from	ensaifications in any way nl	ease list here:

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**BAGELS, - SLICED: WHOLE GRAIN RICH** To be made from 50% or more whole-grain flour and 50% or less enriched flour. This product and all other bread products must meat USDA's definition of Whole Grain Rich. Fortification with Calcium and Iron is preferred. Fully baked and sliced. Each bagel to weigh approximately 2 ounces, and meet USDA's definition of **2 Grain Equivalent** 

To be bulk packed			
STATE FLAVORS			<u>-</u>
SAMPLES REQUIRED			
Product Name and Code Num	ber:		
Is the product bid made from o	only whole grain and enri	ched flour?	Is it Iron fortified?
Weight of roll:	Rol	lls per pack:	<u>.</u>
Price per pack: \$		Price per roll: \$	<u>.</u>
Nutrient Analysis :	Weight or size of port	tion analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	
Sodium	Moisture	Ash	
If bid product differs from spe	ecifications in any way, pl	ease list here:	<u>.</u>

		<u>.</u>	
Other products may be sui	itable for use in the National S	School Lunch and Breakfast Programs.	
bread products bid must b	e whole grain rich as defined	appropriate for school café use. Note: All add by USDA for the National School Lunch Prog ilable for each product. See attachments X	
Additional Items			
<u>Description:</u>			
	SAMPLES I	REQUIRED	
Product Name and Code N	Number:		
Is the product bid made from	om only whole grain and enri	ched flour? Is it Iron fortified?	
Weight of serving:	Ser	vings per pack:	
Trought of borving.	50.	· mgs per puer.	
Price per pack: \$	Price 1	per serving: \$	
Nutrient Analysis:		on analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	

Haralson County Bread Bid for the 2019-2020 School Year

### Additional Items

Sodium \_\_\_\_\_ Moisture \_\_\_\_ Ash \_\_\_\_\_

Description:			<u>.</u>
	SAMPLES F	REQUIRED	
Product Name and Code N	Number:		
Is the product bid made fr	om only whole grain and enric	ched flour?	Is it Iron fortified?
Weight of serving:	Ser	vings per pack:	<u>.</u>
Price per pack: \$	Price p	er serving: \$	<u>.</u>
Nutrient Analysis :	Weight or size of portion	on analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	
Sodium	Moisture	Ash	

Haralson County Bread Bid for the 2019-2020 School Year

# Additional Items

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Desci	rın	t10	n
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# SAMPLES REQUIRED

Is the product bid made fro	m only whole grain and enrice	ched flour?	Is it Iron fortified?
Weight of serving:	Ser	vings per pack:	
Price per pack: \$	Price p	per serving: \$	<u>.</u>
Nutrient Analysis :	Weight or size of portion	on analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	
Sodium	Moisture	Ash	

### SAMPLES REQUIRED

Product Name and Code N	umber:		·
Is the product bid made fro	m only whole grain and enric	ched flour?	Is it Iron fortified?
Weight of serving:	Ser	vings per pack:	<u>.</u>
Price per pack: \$	Price p	per serving: \$	<u>.</u>
Nutrient Analysis:	Weight or size of portion	on analyzed:	
Calories	Protein	Vit A (RE)	
Vit A (IU)	Vit C	Iron	
Calcium	Total Fat	Sat. Fat	
Carbs	Dietary Fiber	Cholesterol	
Sodium	Moisture	Ash	

# QUOTATION AND DETAILS FOR ADDITIONAL DELIVERY CHARGES

Detail delivery information below, including the number of delivery days per week incorporated in bid
pricing. If bid prices include delivery for more than two (2) days per week, list the number of planned
delivery days as bid during a regular week. Also, list any charges for each additional delivery day per week
beyond those included in bid pricing.

Attachment X

#### REQUIREMENTS FOR THE 2019-2020 SCHOOL YEAR

The Department of Agriculture (USDA) published, "Nutrition Standards in the National School Lunch and School Breakfast Programs". This memorandum sat forth the criteria to be used by school systems in their meal programs. The successful vendor must comply with all USDA rules and regulations for each product delivered to Haralson County schools.

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#### Whole Grain-Rich Criteria

Foods that qualify as whole grain-rich for the National School Lunch and School Breakfast programs are foods that contain 100-percent whole grain meal or flour or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain. Whole grain-rich products must contain at least 50-percent whole-grains and the remaining grain, if any, must be enriched.

The following elements may be used to determine product acceptability:

Element 1: The food item must meet the ounce equivalence "oz eq" requirements for the grains component as defined by this guidance.

Element 2: The food must meet at least one of the following:

- a. The whole-grain content per oz eq must be at least 8.0 grams or more. This information must be provided on the product packaging or by the manufacturer.
- b. The product must include the following Food and Drug Administration-approved whole-grain health claim on its packaging: "Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat, and cholesterol may reduce the risk of heart disease and some cancers."
- c. The product ingredient declaration lists whole grains first, specifically:

  Whole grains must be the primary ingredient by weight (a whole grain is the first ingredient in the list with an exception for water). When the whole grain content comes from multiple ingredients, the combined whole grain ingredients may be the primary ingredient by weight even though a whole grain is not listed as the first ingredient. These products could meet the whole grain-rich criteria with proper manufacturer documentation. For example, a bread item may be made with three grain ingredients: enriched wheat flour (40% of grain), whole wheat (30% of grain), and whole oats (30% of grain). A determination can be made that whole grains were the primary ingredient by weight since the combined 60% whole grain ingredients are greater than the enriched wheat flour at 40% although the enriched flour may be listed first in the ingredient declaration.

Manufacturers may apply for a Child Nutrition (CN) Label for qualifying products to indicate the number of oz eq grains that meet the whole grain-rich criteria. The term, "oz eq grains" on the CN Label indicates the product meets the whole grain-rich criteria, while the terms "bread" or "bread alternate" on the CN Label indicates the product meets previous

Haralson County Bread Bid for the 2019-2020 School Year

program requirements for grains/breads. Please refer to the CN Labeling Program website for details regarding qualifying products at: www.fns.usda.gov/cnd/cnlabeling/.

This GEC bid requires documentation from the manufacturer certifying the grams of creditable grains per portion for determining the oz eq from a given product, and documentation of whole grain rich.

#### **USDA** publication

#### The contribution of grains in a recipe or product formulation for items listed:

Group B, may be calculated to determine the number of oz eq grains the recipe provides based on 16 grams of grain ingredients per ounce equivalent. The crediting of a food item as oz eq grains is determined by the total amount in grams of whole-grain meal and/or flour or whole-grain and enriched meal and/or flour in the product formulation or recipe divided by the number of servings the formulation or recipe yields divided by the 16 grams per oz eq standard.

One quarter (1/4) of an oz eq is the smallest amount allowable to be credited toward the quantities of grains.

#### WHOLE GRAIN-RICH OUNCE EQUIVALENCY (OZ EQ)

#### GROUP B OZ EQ FOR GROUP B

- Bagels
- Biscuits
- Breads (sliced whole wheat, French, Italian)
- Buns (hamburger and hot dog)
- English muffins
- Pita bread (whole wheat or whole grain-rich)
- Rolls (whole wheat or whole grain-rich)

```
1 oz eq = 28 gm or 1.0 oz
3/4 oz eq = 21 gm or 0.75 oz
1/2 oz eq = 14 gm or 0.5 oz
1/4 oz eq = 7 gm or 0.25 oz
```

#### **Haralson County Schools**

West Haralson Elementary	4552 Hwy. 100 N., Tallapoosa, GA 30176	Manager: Pam Garrett
Tallapoosa Primary	581 HWY 120, Tallapoosa, GA 30176	Manager: Sherry Wilburn
Haralson County High	1655 GA HWY 120, Tallapoosa, GA 30176	Manager: Michelle Abbott
Haralson County Middle	2633 GA HWY 120, Tallapoosa, GA 30176	Manager: Kim Evans
Buchanan Primary	271 Van Wert Street, Buchanan, GA 30113	Manager: Yvonne Timmons
Buchanan Elementary	215 College Circle, Buchanan, GA 30113	Manager: Debbie Smith

### **Bremen City Schools**

Jones Elementary: Manager: Jessica Agan 206 Lakeview Dr Bremen, GA 30110

Bremen Academy/Middle: Manager: Terri Pruitt

2440 Crosstown Pkwy Bremen, GA 30110

Bremen High:

Manager: Darlene Martinusek

504 Georgia Ave Bremen, GA 30110

**Paulding County Schools** 

School	Street Address
Abney ES	1186 Colbert Rd, Dallas, GA 30132
Allgood ES	312 Hart Rd, Dallas, GA 30157
Baggett ES	948 Williams Lake Rd, Powder Springs, GA 30127
Burnt Hickory ES	80 N Paulding Dr, Dallas, GA 30132
Dallas ES	520 Hardee St, Dallas, GA 30132
Dugan ES	1362 Winn Rd, Douglasville, GA 30134
Hiram ES	200 Seaboard Ave, Hiram, GA 30141
Hutchens ES	586 Clonts Rd, Douglasville, GA 30134
McGarity ES	262 Rakestraw Mill Rd, Hiram, GA 30141
Nebo ES	2843 Nebo Rd, Dallas, GA 30157
New Georgia ES	5800 Mulberry Rock Rd, Villa Rica, GA 30180
Northside ES	2223 Cartersville Hwy, Dallas, GA 30132
Panter ES	190 Panter School Rd, Hiram, GA 30141

Poole ES	1002 Wayside Lane, Dallas, GA 30132
Ragsdale ES	528 Holly Springs Rd, Rockmart, GA 30153
Roberts ES	1833 Mt. Tabor Church Rd, Dallas, GA 30132
Russom ES	44 Russom ES Lane, Dallas, GA 30132
Shelton ES	1531 Cedarcrest Rd, Dallas, GA 30132
Union ES	206 Highway 101 South, Temple, GA 30179
Austin MS	3490 Ridge Rd, Douglasville, GA 30134
Dobbins MS	637 Williams Lake Rd, Powder Springs, GA 30127
East Paulding MS	2945 Hiram-Acworth Hwy, Dallas, GA 30157
Jones MS	100 Stadium Dr, Dallas, GA 30132
McClure MS	315 Bob Grogan Dr, Dallas, GA 30132
Moses MS	1066 Old County Farm Rd, Dallas, GA 30132
Ritch MS	60 Old Country Trail, Dallas, GA 30157
Scoggins MS	1663 Mulberry Rock Rd, Dallas, GA 30157
South Paulding MS	592 Nebo Rd, Dallas, GA 30157
East Paulding HS	3330 E Paulding Dr, Dallas, GA 30157
Hiram HS	702 Ballentine Dr, Dallas, GA 30132
North Paulding HS	300 N Paulding Dr, Dallas, GA 30132
Paulding County HS	1297 Villa Rica Hwy, Dallas, GA 30157
South Paulding HS	1364 Winn Rd, Douglasville, GA 30134

# **Gordon County Schools**

### Haralson County Bread Bid for the 2019-2020 School Year

School	Address	Phone	Cafeteria Manager
		706-879-	
Ashworth Middle	333 Newtown Road, Calhoun, GA 30701	5062	Amelia Smith
		706-879-	
Belwood Elementary	590 Belwood Road, Calhoun, GA 30701	5208	Kim Franks
		706-879-	
Fairmount Elementary	130 Peachtree St., Fairmount, GA 30139	5365	Kasey Stone
Gordon Central High		706-879-	
School	335 Warrior Path, Calhoun, GA 30701	5191	Tammy Fuller
		706-879-	
Red Bud Elementary	4153 Red Bud Road, Calhoun, GA 30701	5326	Jeanette Northrup
		706-879-	
Red Bud Middle	821 Hunts Gin Road, Calhoun, GA 30701	5269	Tammie Bryan
		706-879-	
Sonoraville Elementary	7320 Fairmount Hwy., Calhoun, GA 30701	5314	Cheryle Mathews
		706-879-	
Sonoraville High School	7340 Fairmount Hwy., Calhoun, GA 30701	5137	Jolene Clements
		706-879-	
Swain Elementary	2505 Rome Road, Plainville, GA 30733	5289	Mitzi Lindsey
	1435 Hall Memorial Road, Resaca, GA	706-879-	
Tolbert Elementary	30735	5251	Betty White

Haralson County Bread Bid for the 2019-2020 School ?
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DISCI	<b>OSURE</b>	OFIC	PRYING	<b>ACTIVITIES</b>

Approved by OMB 0348-0046

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

1. Type of Federal Action	2. Status of Federal Ac	ction	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/ap b. initial award c. post-award		a. initial filing b. material changes  For Material Change Only:  Year: Quarter:  Date of last report:
4. Name and Address of Reporting Entity:		5. If Reporting Entity in Address of Prime:	n No. 4 is Sub-awardee, Enter Name and
Prime Sub-Awardee Tier	, if known	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Congressional District, if known		Congressional District	. if known
6. Federal Department/Agency:		7. Federal Program Na	
		CFDA Number, if applic 9. Award Amount, if kn	
B. Federal Action Number, if known		9. Award Amount, if kn	lown
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Perform No. 10a) (last name,	ing Services (including address if different from first name, MI):
11. Information requested through this form is U.S.C. section 1352. This disclosure of lot material representation of fact upon which by the tier above when this transaction wa into. This disclosure is required pursuant This information will be reported to the Co and will be available for public inspectionfails to file the required disclosure shall be penalty of not less than \$10,000 and not meach such failure.	obying activities is a reliance was placed s made or entered to 31 U.S.C. 1352. ngress semi-annually Any person who subject to a civil	Print Name:	Date:
Federal Use Only		Elec	Authorized for Local Reproduction Standard Form - LLL (Rev. 7/97) tronic Form Version Designed in Adobe 7.1 Version

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

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

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report cause 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 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.
- If the organization filing the report in item 4 check "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be aide 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.

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Reporting Entity:		Page _	of

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