



Northwest Georgia
School Food Buying Group
2019-2020

Represented by Dalton Public Schools, Calhoun City Schools, Cartersville City Schools, Trion City Schools and Whitfield County Schools

**REQUEST FOR PROPOSAL
FOOD PRODUCTS**

Issued on: Thursday, February 21, 2019
Final Date for Written Questions: Thursday, March 7, 2019
Proposal Due Date: Monday, March 19, 2019

PRE-PROPOSAL MEETING
Date: Tuesday, March 5, 2019
Time: 10:00 AM
Location: 15 Nelson St, Cartersville, GA

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

USDA is an equal opportunity provider and employer.

SECTION 1 TRANSMITTAL PAGE

The Dalton Public Schools (DPS) Board of Education, School Nutrition Program (Board/entity) is requesting sealed proposals for Food Products. Proposals are due by Thursday, March 31, 2019 at 2:00PM EST. Proposals will be opened at Dalton Public Schools on Friday, March 22nd, 2019 at 10:00AM EST.

Proposals shall be mailed or delivered to the Dalton Public Schools Board of Education, School Nutrition Program, 412 S. Hamilton St., Dalton, GA 30720. Proposals must be enclosed in a sealed envelope and marked "RFP for Food Products."

Questions regarding this Request for Proposal shall be directed to Wimberly Brackett, wimberly.brackett@dalton.k12.ga.us or by phone at (706) 876-4078.

Bidders may download solicitations by going to www.daltonpublicschools.com/about/dps-rfps

I. INTENT

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

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this RFP, shall commence on July 1, 2019 and terminate on July 30, 2020.
- b) **Extension Option** -The contract may be extended at the same proposal pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Request for Proposal, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. PROPOSAL SUBMISSION PROCEDURES

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

- a) Proposals must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **"RFP for Food Products."**
- b) Proposals must be received by the Board/entity no later than Thursday, March 21, 2019.
- c) Late proposals shall not be accepted. The Board/entity shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the Board/entity. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

Dalton Public Schools Board of Education
School Nutrition Department
412 S. Hamilton Street
Dalton, GA 30720

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

IV. PROPOSAL OPENING DATE/TIME/PLACE

Issue Date	Thursday, February 21, 2019
Final Date for written questions	Tuesday, March 12, 2019
Deadline for submitting bids	Thursday, March 21, 2019 at 2:00pm; proposals will be opened Friday, March 22th, 2019 at 10:00am at Dalton Public Schools, 412 S. Hamilton Street, Dalton, GA 30720

V. AWARD DETERMINATION STATEMENT

- a) This RFP is intended to be awarded to a single or to multiple vendors. All prices offered shall be firm against any escalation or de-escalation for **six months** from the effective date of the contract. A minimum 15 days prior to adjustment period, buying group may entertain a request for escalation or

de-escalation in accordance with the most recently published **CPI Index CWUR0000SAf** (or applicable as determined by buying group).

b) The award of this RFP is contingent upon available budget funds and approval of the Dalton Public Schools Board of Education.

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

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

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

VI. SYSTEM CONTACT INFORMATION

a) This is a joint proposal between the Dalton Public Schools, Calhoun City Schools, Cartersville City Schools, Trion City Schools, and Whitfield County Schools, hereafter referred to in this document as the entity(ies). DPS will be acting as the lead agency in this solicitation. This partnership was formed with the specific purpose of procuring a supplier(s) to provide School Nutrition Program food items and distribution services. Inquiries should be directed to:

Dalton Public Schools Board of Education
School Nutrition Program
c/o Wimberly Brackett
412 S. Hamilton St., Dalton, GA 30720

b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Bidder to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/entity will accept only written inquiries regarding this RFP until March 7, 2019 by 2:00PM in order for a reply to reach all Bidders before the proposal closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an RFP will be furnished to all prospective Bidders as an Addendum to the RFP if such information is necessary or if the lack of such

information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	<u>Gordon Food Service</u>
Street Address	<u>1300 Gezon Parkway SW</u>
City, State, Zip	<u>Wyoming, MI 49509</u>
Contact Person	<u>Tim Reed</u>
Telephone	<u>(866)321-5920</u>
Email address	<u>Tim.reed@gfs.com</u>

**SECTION 2
STANDARD TERMS AND CONDITIONS**

I. PURPOSE

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

II. GENERAL BID/CONTRACT CONDITIONS

a) Debarment and suspension verification (\$25K+) Debarred, Suspended, Ineligible Status:

- i. Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
 - ii. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.
 - iii. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- b) Economic Price Adjustment:** All prices offered shall be firm against any increase for **six months** from the effective date of the contract. A minimum 15 days prior to adjustment period, the entity may entertain a request for escalation or de-escalation in accordance with the most recently published **CPI Index CWUR0000SAf** (or applicable as determined by entity). Each successive option will be treated in the same manner. The entity reserves the right to accept, reject, or negotiate the request for a price change. If the price change is approved, the price will remain firm for the remainder of the fixed price period. This clause also enables the entity to seek de-escalation on the same terms.
- c) Addition of items.** Items may be added by request of the entity. Items specifications and estimated usage will be provided by the entity. Provider will obtain price quotes from various vendors in order to provide most competitive price. Acceptability and quality will be used in conjunction with pricing to determine whether or not to add an item. Upon addition to RFP and stocking at distributor, an email is to be sent to each district notifying that new item is available to order.

- d) **Contract Renewal.** The entity shall have the option, in its sole discretion, to extend the Contract as defined in the Standard Contract (up to four annual) on a year-to-year basis by giving the Contractor written notice of the renewal decision at least (30) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the entity, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Contract will not auto-renew without effective action by the entity.
- e) **Contract Extension.** In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the entity a continuous supply of the identified goods and services.
- f) **Buy American Act - 7 CFR 210.21-**
- i. Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. *Buy American (1) Definition of domestic commodity or product.* In this paragraph (d), the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the US.
 - ii. Prior to delivering a non-domestic item, vendor must receive written approval from the district receiving the item.
 - iii. Non-domestic items will be clearly marked on the customer order guide.
- g) **Non-Performance or/and Termination Clauses Immediate Termination.** This Contract will terminate immediately and absolutely if the School Food Authority determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the School Food Authority cannot fulfill its obligations under the Contract, which determination is at the School Food Authority's sole discretion and shall be conclusive. Further, the School Food Authority may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- i. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - ii. The School Food Authority determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized

- iii. The Contractor fails to comply with confidentiality laws or provisions; and/or
 - iv. The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- h) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the School Food Authority to declare the Contractor in default of its obligations under the Contract:
- i. The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority's satisfactory, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - ii. The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - iii. The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - iv. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - v. The Contractor has failed to comply with applicable Federal, State, Local laws, rules, ordinances, school board regulations, and orders when performing within the scope of the Contract;
 - vi. The Contractor has engaged in conduct that has or may expose DPS to liability, as determined in the School Food Authority's sole discretion; or
 - vii. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of DPS, or a third party.
- i) **Notice of Default.** If there is a default event caused by the Contractor, the School Food Authority shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the School Food Authority's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice the School Food Authority may:
- i. Immediately terminate the Contract without additional written notice; and/or
 - ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - iii. Enforce the terms of the Contract and seek any legal or equitable remedies.
- j) **Termination Upon Notice.** Following thirty (30) days' written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring

any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.

- k) **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the School Food Authority, the School Food Authority shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- l) **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:
- i. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting from, and any other matters the School Food Authority may require;
 - ii. Immediately cease using and return to the School Food Authority, any personal property or materials, whether tangible or intangible, provided by the School Food Authority to the Contractor;
 - iii. Comply with the School Food Authority's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - iv. Cooperate in good faith with the School Food Authority, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - v. Immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Contractor.

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

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

IV. Civil Rights Statement

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

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

- a) The vendor must retain all books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the entity throughout the term of the Contract for a period of at least five (5) years plus the current year following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.
- b) The Contractor shall permit the Auditor of the districts or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of Federal or State government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours.
- c) The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the entity reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

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

- a) In accordance with Federal Law and U.S. Dept of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

VII. Energy Efficiency-CFR7- 3016.36(e)

- a) All vendors must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L, 94-163, 89 Stat 871).

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

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

IX. Non Collusion

- a) The bidder, by affixing its signature to this solicitation, certifies “that that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this proposal for the bidder. (O.C.G.A. 50-5-67). I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect.”

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

XI. Protest Procedures

- a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Dalton Public Schools Board of Education at 412 S. Hamilton St, Dalton, GA 30720. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - i. The name, address, and telephone number of the protester;
 - ii. The signature of the protester or an authorized representative of the protester;
 - iii. Identification of the purchasing agency and the solicitation or contract number;
 - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - v. The form of relief requested.
- b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

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

- a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

- b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

XIII. 52.227-3 Patent Indemnity.

- a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—
 - 1. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
 - c) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
 - d) A claimed infringement that is unreasonably settled without

XIV. Lobbying (over 100K) - CFR 7.3018

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

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

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

II. PROPRIETARY INFORMATION

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

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

- a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on proposal documents.
- b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.
- d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists;

prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

IV. FOOD RELATED TERMS AND CONDITIONS

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

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

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

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

Service Level: The contractor shall fill all original orders at a monthly average of 95% or above on the scheduled delivery day. The remaining 5% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees otherwise.

Brand identification: This is a qualified product specification. Bidders must propose on the specific name brand items requested. Deviations from this requirement will not be considered. When "Distributor's Choice" is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the proposal documents and cannot be changed during the effective period without the permission from the ordering school district. When "Private Label" is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid.

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

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

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the proposal unit is specified as case, box, etc. If case, bag or box is the proposal unit, then the description will

specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

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

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

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

V. METHOD OF PAYMENT and PRICING INFORMATION

A) Prices - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the **CPI Index CWUR0000SAf**.

Price escalation language:

- Vendors may petition for increases in the invoice price once every six (6) months.
- Vendors may petition for an increase based on an emergency created by unusual market conditions
- Petitions for increases shall be received by the school a minimum of 15 days prior to the effective date.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- Vendors may propose an alternate market research source. The school district will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

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

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

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

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

f) Invoicing

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

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

ii) Monthly statements will be broken down by school invoice and emailed to each district.

VI. METHOD OF SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted unless previously discussed.

b) All orders are to be delivered between 6:00AM and 2:00PM on the day agreed upon by entity and provider.

c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment F.

d) The total minimum order to be delivered to each school is 15 cases – this should be agreed upon by both parties.

e) In an emergency situation in which the Board/entity requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/entity has the option to purchase those goods from another source with no penalty to either party.

f) Delivery schedules that fall on a holiday will be made on a pre-arranged date.

g) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside

the building. Deliveries must be received as specified.

VII. EVALUATION FACTORS

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

VIII. ADDITIONAL PROPOSAL INSTRUCTIONS

- a) **Proposal modifications** - Proposals cannot be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/entity reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Proposal withdrawal** - Bidders may withdraw proposals at any time up to the scheduled time for receipt of proposals. Bidders desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition Board/entity before the proposal opening deadline (proposal close date). Bidders may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the proposal opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of proposal opening. Should a question arise which requires clarification during this time period the date and time of proposal opening will be delayed to allow issuing an addendum.
- d) **Proposal examination** -
 - i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve

the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

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

e) Rejection or Disqualification of proposals -

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

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

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

IX. ORDERING INFORMATION

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

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

c) **Emergency orders** - In an emergency situation in which the Board/entity requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/entity has the option to purchase those supplies from another source with no penalty to either party.

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

X. AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

XI. ASSIGNMENT

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

XII. INDEMNIFICATION

a) The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit the entities property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the entities or its employees.

XIII. TIME OF PERFORMANCE

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of proposal award, to commence delivery of goods pursuant to the award on July 1, 2019.

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

XIV. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XV. EVIDENCE OF INSURANCE

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

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

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

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

XVI. EXCEPTIONS

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

extent that a Bidder takes exception to such provisions. To take exception to a provision of this RFP, the Bidder must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this RFP that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XVII. WARRANTY

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

XVIII. Pre-proposal conference: Interested parties should raise any questions it may have about the solicitation or the procurement at that time. Interested parties may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

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

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

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

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

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

XXIV. Provider must have capability to extend Net Off Invoice pricing to products as requested.

ATTACHMENT A

CONTRACT SIGNATURE PAGE

This agreement is dated as of **3/21/2019** by and between the Dalton Public Schools Board of Education, School Nutrition Dept., (hereinafter called Board/entity) and **Gordon Food Service** hereinafter called CONTRACTOR.

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

ARTICLE 1. PRODUCTS

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

ARTICLE 2. CONTRACT TIME

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

ARTICLE 3. CONTRACT PRICE

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

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the addresses of each district listed in Attachment E.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Board/entity and CONTRACTOR

concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Proposal Form
- Attachment D- Lobbying Certificate Disclosure
- Attachment E- School Nutrition Director Contact
- Attachment F- Schools and Addresses
- Attachment G- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- Attachment H- References

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

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

This Agreement will be effective _____, 2019

Dalton Public Schools Board of Education


_____ Signature of Board member or designee

_____ Name of Board member or designee

_____ Date

Gordon Food Service

Vendor Company Name

 _____ Signature of Company Representative

Brian Lewis

Name of Company Representative

March 20, 2019

Date

**ATTACHMENT B
Food Specifications**

See separate Excel document

Gordon Food Service


Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

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

Company Name: Gordon Food Service
Federal ID#1: 38-1249848
Street Address: 1300 Gezon PKWY SW
 Wyoming, MI 49509

Signature**:


Signatory's Name: Brian Lewis
Signatory's Title: Bid Department Supervisor

Witness's Signature**:


Witness's Name: Brad King
Witness's Title: Senior Bid Analyst

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

ATTACHMENT D - LOBBYING FORM & DISCLOSURE
UNITED STATES DEPARTMENT OF AGRICULTURE

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

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


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

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

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

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

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

<p>Gordon Food Service</p> <hr/> <p>Organization Name</p>	<p>Northwest Georgia Buying Group RFP Food Products 2019-2020</p> <hr/> <p>Award Number or Project Name</p>
<p>Brian Lewis - Bid Department Supervisor</p> <hr/> <p>Name and Title of Authorized Representative</p>	
 <hr/> <p>Signature</p>	<p>March 21, 2019</p> <hr/> <p>Date</p>

ATTACHMENT E – SCHOOL NUTRITION DIRECTOR CONTACT INFORMATION

Calhoun City Schools

Kimberly Kiker, MBA, RD, LD, SNS

380 Barrett Road, Calhoun, GA 30701

706-602-6613

kikerk@calhounschoools.org

Cartersville City Schools

Christina Nichols, MPH, RDN, LD

15 Nelson St. , Cartersville, GA 30120

770-387-4717

cnichols@cartersvilleschools.org

Dalton Public Schools

Wimberly Brackett, MS, RD, LD

412 S. Hamilton St., Dalton, GA 30720

706-876-4078

Wimberly.brackett@dalton.k12.ga.us

Trion City Schools

Tracey Morris

919 Allgood St., Trion, GA 30753

706-734-2363 x1009

Tracey.morris@trionschools.org

Whitfield County Schools

Angie Brown, EdS, RD, SNS

1030 Hill Road, Dalton, GA 30721

706-847-6849

Angie.brown@wcsga.net

ATTACHMENT F – SCHOOLS AND ADDRESSES

Calhoun City Schools

School Name	Street Address	City	State	Zip	Current Delivery Day
Calhoun Pre-K	380 Barrett Road	Calhoun	GA	30701	Thursday
Calhoun Elementary	100 Raymond King Drive	Calhoun	GA	30701	Thursday
Calhoun Middle/High	355 S. River Street	Calhoun	GA	30701	Thursday

Cartersville City Schools

School Name	Street Address	City	State	Zip	Current Delivery Day
Cartersville Primary	315 Etowah Drive	Cartersville	GA	30120	Monday
Cartersville Elementary	340 Old Mill Road	Cartersville	GA	30120	Monday
Cartersville Middle	825 Douthit Ferry Road	Cartersville	GA	30120	Monday
Cartersville High	320 East Church Street	Cartersville	GA	30120	Monday

Dalton City Schools

School Name	Street Address	City	State	Zip	Current Delivery Day
Brookwood	501 Central Avenue	Dalton	GA	30720	
City Park	405 School Street	Dalton	GA	30720	
Dalton High	1500 Manly Street	Dalton	GA	30720	
Dalton Middle	1250 Cross Plains Trail	Dalton	GA	30720	
Roan Street	1116 Roan Street	Dalton	GA	30720	
Westwood	708 Trammel Street	Dalton	GA	30720	
Park Creek	1500 Hale Bowen Drive	Dalton	GA	30720	
Blue Ridge	100 S. Bogle Street	Dalton	GA	30720	
MIHS	104 Fort Hill Terrace	Dalton	GA	30720	

Trion City Schools

School Name	Street Address	City	State	Zip	Current Delivery Day
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Trion	919 Allgood Street	Trion	GA	30753
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Whitfield County Schools

School Name	Street Address	City	State	Zip	Current Delivery Day
Antioch Elementary	1819 Riverbend Road	Dalton		30721	Tuesday
Beaverdale Elementary	9196 Highway 2	Dalton		30721	Tuesday
Cohutta Elementary	254 Wolfe Street	Cohutta		30710	Tuesday
Cedar Ridge Elementary	285 Cedar Ridge Road	Dalton		30721	Tuesday
Dawnville Elementary	1380 Dawnville Road	Dalton		30721	Tuesday
Dug Gap Elementary	2032 Dug Gap Road	Dalton		30720	Tuesday
Eastside Elementary	2818 Airport Road	Dalton		30721	Tuesday
New Hope Elementary	1175 New Hope Road	Dalton		30721	Tuesday
Pleasant Grove Elementary	2725 Cleveland Road	Dalton		30721	Tuesday
Tunnel Hill Elementary	203 E. School Street	Tunnel Hill		30755	Tuesday
Valley Point Elementary	3798 S. Dixie Hwy	Dalton		30721	Tuesday
Varnell Elementary	4421 Highway 2	Dalton		30721	Tuesday
Westside Elementary	1815 Utility Road	Rocky Face		30740	Tuesday
Eastbrook Middle	1382 Eastbrook Drive SE	Dalton		30721	Tuesday
New Hope Middle	1111 New Hope Road	Dalton		30721	Tuesday
North Whitfield Middle	3264 Cleveland Road	Dalton		30721	Tuesday
Valley Point Middle	3796 S. Dixie Hwy	Dalton		30721	Tuesday
Westside Middle	580 LaFayette Highway	Rocky Face		30740	Tuesday
Coahulla High School	3361 Crow Road	Dalton		30721	Tuesday
Northwest High	1654 Tunnel Hill-Varn Road	Tunnel Hill		30755	Tuesday

Southeast High	1954 Riverbend Road SE	Dalton		30721	Tuesday
Whitfield County Career	2300 Maddox Chapel Road	Dalton		30721	Tuesday

ATTACHMENT H - REFERENCES

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

- | | |
|------------------------------|--|
| 1. Company Name | DeKalb County Schools, GA |
| Brief Description of Project | School Nutrition Products and Services |
| Completion Date | Current |
| Contact Person | Janet Stone |
| Telephone | 678-676-0157 |
| E-Mail Address | janet_v_stone@dekalbschoolsga.org |

- | | |
|------------------------------|--|
| 2. Company Name | Douglas County Schools. GA |
| Brief Description of Project | School Nutrition Products and Services |
| Completion Date | Current |
| Contact Person | Danielle Freeman |
| Telephone | 770-651-2300 |
| E-Mail Address | Danielle.Freeman@dcssga.org |

- | | |
|------------------------------|--|
| 3. Company Name | Marietta City Schools, GA |
| Brief Description of Project | School Nutrition Products and Services |
| Completion Date | Current |
| Contact Person | Cindy Culver |
| Telephone | 770-422-3500 |
| E-Mail Address | cculver@marietta-city.k12.ga.us |

Company Name: **Gordon Food Service**

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

ADDENDUM NO. 01 / DATES

Dalton Public Schools
School Nutrition Program

REQUEST FOR PROPOSAL
FOOD PRODUCTS

PREPARED BY:
Northwest Georgia
School Food Buying Group

DATE OF ISSUE: Tuesday, February 26th 2019

This Addendum forms a part of the contract documents and modifies the originally scheduled bid dates. Acknowledge receipt of this addendum in the space provided below. Failure to do so may subject bidder to disqualification.

CHANGES TO AND CLARIFICATIONS OF THE SPECIFICATIONS:

Bid Issue Date: Thursday, February 21, 2019
Pre-Proposal Meeting: Tuesday, March 5, 2019
At Cartersville City Schools

Final Date for Written Questions: Thursday, March 7, 2019

Proposal Due Date: Thursday, March 21, 2019 at 2:00pm

Bid Opening Date: Friday, March 22, 2019 at 10:00am
At Dalton Public Schools

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name Gordon Food Service

Contact Person Brian Lewis

Signature 

Date 3/20/2019

ADDENDUM NO. 02 / Initial Bid Date

Dalton Public Schools School Nutrition Program

REQUEST FOR PROPOSAL FOOD PRODUCTS

PREPARED BY:
Northwest Georgia
School Food Buying Group

DATE OF ISSUE: Thursday, March 7th, 2019

This Addendum forms a part of the contract documents and modifies the originally scheduled bid dates. Acknowledge receipt of this addendum in the space provided below. Failure to do so may subject bidder to disqualification.

CHANGES TO AND CLARIFICATIONS OF THE SPECIFICATIONS:

Initial Bid Cycle

July 1st, 2019 – June 30th 2020

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name Gordon Food Service

Contact Person Brian Lewis

Signature 

Date March 21, 2019

ADDENDUM NO. 03 / Section Omit

Dalton Public Schools
School Nutrition Program

REQUEST FOR PROPOSAL FOOD PRODUCTS

PREPARED BY:
Northwest Georgia
School Food Buying Group

DATE OF ISSUE: Thursday, March 7th, 2019

This Addendum forms a part of the contract documents and modifies the originally scheduled bid dates. Acknowledge receipt of this addendum in the space provided below. Failure to do so may subject bidder to disqualification.

CHANGES TO AND CLARIFICATIONS OF THE SPECIFICATIONS:

Please note that under Section III Proposal Submission Procedure D will be omitted

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name Gordon Food Service

Contact Person Brian Lewis

Signature 

Date March 21, 2019

ADDENDUM NO. 04 / Renewal options

Dalton Public Schools School Nutrition Program

REQUEST FOR PROPOSAL FOOD PRODUCTS

PREPARED BY:
Northwest Georgia
School Food Buying Group

DATE OF ISSUE: Thursday, March 7th, 2019

This Addendum forms a part of the contract documents and modifies the originally scheduled bid dates. Acknowledge receipt of this addendum in the space provided below. Failure to do so may subject bidder to disqualification.

CHANGES TO AND CLARIFICATIONS OF THE SPECIFICATIONS:

Please note the following changes in Section 2 Standard Terms and Conditions:

- a. The entity and distributor shall have the option, mutually, to extend the contract as defined in the Standard Contract (up to 4 annual) on a year to year basis by giving the Contractor written notice of the renewal decision at least (90) days prior to the expiration of the initial term or renewal term.

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name Gordon Food Service

Contact Person Brian Lewis

Signature 

Date March 21, 2019

ADDENDUM NO. 05 / Scoring Evaluation

Dalton Public Schools School Nutrition Program

REQUEST FOR PROPOSAL FOOD PRODUCTS

PREPARED BY:
Northwest Georgia
School Food Buying Group

DATE OF ISSUE: Tuesday, March 12th, 2019

This Addendum forms a part of the contract documents and modifies the originally scheduled bid dates. Acknowledge receipt of this addendum in the space provided below. Failure to do so may subject bidder to disqualification.

CHANGES TO AND CLARIFICATIONS OF THE SPECIFICATIONS:

Please note the following changes in Section 3 Special Terms and Conditions:

VII. EVALUATION FACTORS

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

Criteria	Maximum Score
Price	50
All items bid	20
Ability to meet RFP Requirements	20
Company history and references	10
Total	100

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name Gordon Food Service

Contact Person Brian Lewis

Signature 

Date March 21, 2019



January 2, 2019

Dear Gordon Food Service Customer:

This letter is written in reply to a request from you (the "Buyer") for a General and Continuing Letter of Guaranty for the products that you purchase from Gordon Food Service, Inc. distribution centers in the United States.

Gordon Food Service guarantees and warrants that it has neither adulterated nor misbranded any goods within the meaning of the Federal Food, Drug, and Cosmetic Act of 1938, as amended, the Federal Fair Packaging and Labeling Act of 1966, as amended, or any other food or drug law or regulation applicable to Gordon Food Service while those goods have been in Gordon Food Service's possession or control. Gordon Food Service warrants that it is in compliance and, so long as it provides goods to Buyer, will remain in compliance, in all material respects with all federal, state and local laws, regulations and ordinances relating to the storage and handling of goods sold to Buyer under any Purchase Order.

The Gordon Food Service Quality Assurance team is proactively monitoring the FDA's progress on the rules within the Food Safety Modernization Act to ensure full compliance. As a leader in the food distribution industry, we recognize the importance of a safe food supply and support Hazard Analysis of Critical Control Points (HACCP) as a means to accomplish this. A Food Safety Plan that is compliant with FDA's Preventive Controls Rule is in place at each of our Distribution Centers to maintain food safety and quality in our food handling and distribution. The risk analysis within our Food Safety Plan identifies temperature control as a critical control point/preventive control and we have procedures in place to ensure appropriate temperature control and cold chain for all TCS (temperature control required for safety) foods at receiving, storage and shipment to our customers.

Our distribution centers also operate under a Seafood HACCP Plan, in compliance with FDA's 21 Code of Federal Regulations, part 123. In addition, we are continuously reviewing advances in science, technology, industry practice and regulations to make sure that our food safety policies and procedures meet or exceed the requirements of the FDA, USDA, USDC, and our customers.

Each Gordon Food Service distribution center facility and practices are audited at least annually by an independent nationally recognized Audit agency to ensure effectiveness of our quality systems.

DISCLOSURE OF LOBBYING ACTIVITIES - CONTINUATION SHEET – GORDON FOOD SERVICE, INC.

10.a. Name and Address of Lobbying Entity	10.b. Individual Performing Services	11. Amount of Payment	12. Form of Payment	13. Type of Payment	14. Brief Description
International Foodservice Distributors Association: 1420 Spring Hill Road, Suite 210, Mclean VA 22102	Jon Eisen, Sr. VP Government Relations	Annual amount varies from year to year. 2017 - \$141,812.00	Check	Other: Subscription	IFDA is a federal lobbyist providing support through industry programs, government relations, and industry relations. IFDA's government relations efforts focus on Federal level legislative and regulatory issues, keeping members apprised of developments that will affect the industry and lobbying on behalf of the foodservice distribution community. IFDA's industry relations efforts include research and education efforts supporting the foodservice supply channel, representation in joint industry projects, and forums that allow foodservice distributors and suppliers to advance common initiatives.
Venable LLP: 575 – 7 th Street NW, Washington DC, 20004	Bart Stupak, Partner	\$815	Check	Other: hourly	GFS is a client of the Venable firm in Washington DC and they periodically file a Federal special purpose registration report depending on what they have been retained to do for GFS. The last one they filed terminated in October 2016.
Capitol Group: PO Box 279, Ada MI 49301	William R. Lievense, Partner	\$1400	Check	Other: monthly	Government and public affairs consulting with regard to the foodservice and distribution industries.