



March 11, 2019

Ladies and Gentlemen:

On behalf of the Paulding and Floyd County Board of Education School Nutrition Programs, we respectfully invite you to participate in the 2019-2020 Warewashing Chemical Request for Proposal (RFP).

Written questions and requests for clarification may be submitted to Sheila Jennings, Paulding County Schools (sjennings@paulding.k12.ga.us) until 4:00 p.m. (EST), Thursday, March 14, 2019. Questions and requests for clarification may only be submitted in writing.

The RFP pricing and documentation must be submitted by 9:00 a.m. (EST), Monday, March 25, 2019. Pricing and documents are to be submitted to:

Submit proposal and samples to:

Sheila Jennings
140 Bethel Church Road
Hiram, Georgia 30141
sjennings@paulding.k12.ga.us

I look forward to receiving your proposals.

Sincerely,

Karen Mathis, MBA, RD/LD
School Nutrition Director
Paulding County School District
140 Bethel Church Road
Hiram, GA 30141
kmathis@paulding.k12.ga.us
Office 770-443-8003 x*10153

**Warewashing Chemicals
Request for Proposal 2019-2020**

RFP issued on: March 11, 2019

**Written questions will be accepted until 4:00 p.m. (EST), Thursday, March 14, 2019.
Questions may be submitted to:**

Sheila Jennings
140 Bethel Church Road
Hiram, Georgia 30141
sjennings@paulding.k12.ga.us

RFP submission deadline: 9:00 a.m. (EST), Monday, March 25, 2019.

Addenda

Prior to submitting this proposal, it shall be the sole responsibility of each vendor to determine if addenda were issued and, if so, to download addenda from the Paulding County School solicitations webpage which is located on the Paulding County Schools webpage

www.Paulding.k12.ga.us

→Popular Links

→Careers and Solicitations

→Solicitations

Withdrawal or alteration of offers

Offers may be withdrawn following written request on company letterhead prior to the time and date set for submission. Proposals may not be altered, amended, or withdrawn after the submission deadline.

Civil Rights Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program

complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

**REQUEST FOR PROPOSAL
WAREWASHING CHEMICALS 2019-2020**

On behalf of Paulding and Floyd County Boards of Education, we are soliciting proposals for warewashing chemicals for the 2019-2020 school year. The General Terms and Conditions, Solicitation Specific Conditions, Scope of Work, Pricing Submission Form, and Appendices are incorporated into and considered a part of this solicitation.

DEADLINES AND LOCATIONS:

The RFP must be received no later than 9:00 a.m. (EST) on Monday, March 25, 2019. Any RFP received after this date and time will be deemed late and will not be considered. The SNP reserve the right to return all late RFBs unopened.

Anticipated Schedule:

RFP Due 3/25/19
RFP Award Spring Board Meeting 2019
Product Installs and Product Training End of July 2019

SEALED SUBMISSION REQUIREMENT:

Facsimile nor email submission is permitted for any part of this proposal. Your proposal may be submitted by USPS or other delivery method. Paulding County Schools is not responsible for proposals which are delayed due to the delivery method chosen.

Your submission should be clearly marked "Warewashing Chemicals RFP" with the name and complete address of the vendor on the outside of the package.

Each vendor must submit one (1) copy of the proposal documents.

All parts of the warewashing chemicals RFP must be submitted to:

Sheila Jennings, SNP
Paulding County Schools
140 Bethel Church Road
Hiram, Georgia 30141

Failure to submit all required items will be cause to deem the vendor as non-responsive.

GENERAL TERMS AND CONDITIONS

VENDOR RESPONSIBILITY:

It shall be incumbent upon each vendor to understand the provisions of this proposal and, when necessary, obtain clarifications prior to the time and date set for submission. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

AWARD METHOD:

The Paulding County School Nutrition Program (SNP) solicit the lowest responsive, responsible proposer, but must take into consideration the quality of the items proposed and conformity to the specifications prescribed herein. The proposal will be awarded to only one vendor.

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

TIE PROPOSAL SOLUTION:

In the event of a tie proposal, the following criteria will be used to determine the vendor for which an award recommendation shall be made to the Paulding County BOE:

1. The vendor whose packaging is the best linked between all products offered.

CONTRACT PERIOD:

The successful vendor will be required to sign a binding contract for services for Paulding County Board of Education and Floyd County Board of Education School Nutrition Programs. The contract period will be for 1 (one) year beginning July 1, 2019 and continuing through June 30, 2020.

LOBBYING: (over 100K) – CFR 7.3018

All applicable Solicitations must include both Certification and Disclosure Statement.
(See Attachment-Appendix F)

CONTRACT EXTENSION PROVISION:

This RFP, and the contract associated with it, includes a provision for contract extension. The initial contract year will be one (1) year with the possibility of contract extension occurring up to 4 (four) additional years (in one (1) year increments). Contract extension may occur based on mutual agreement between SNP, and vendor. The contract must be approved by the Paulding County Board of Education annually. The contract may also be extended in emergency circumstances upon agreement by both parties.

ESCALATION/DE-ESCALATION CLAUSE:

Prices quoted for services to be rendered and supplies to be provided may not escalate for the entire contract year beginning July 1, 2019 and continuing through June 30, 2020. Pending satisfactory performance by the vendor and upon mutual written agreement between the SNP and the vendor, a price increase or decrease will be considered. Any proposed price change must be presented to the SNP at least thirty (30) days prior to the end of the current contract year.

RIGHT TO RESTRICT:

The SNP reserve the right to refuse to allow any vendor to participate in the RFP process if, in their sole judgment, such action is deemed to be in the SNP best interest.

DISCUSSIONS/NEGOTIATIONS:

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

PROTEST PROCEDURES:

Any protests arising from this solicitation and award must be made in writing and shall be delivered to Karen Mathis, Nutrition Director, Paulding County Schools, 140 Bethel Church Road, Hiram, Georgia 30141, as the acting protest official for this RFP. The protest shall be filed no later than ten (10) days from the award notice and shall include:

- The name, address, and telephone number of the protester
- The signature of the protester or an authorized representative of the protester
- Identification of the purchasing agency and the solicitation or contract number
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- The form of relief requested

A written response to the protest will be made within thirty (30) days from receipt of the protest and all items received above. Failure to include all required items will delay response.

INSURANCE REQUIREMENTS**1. GENERAL**

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

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

2. REQUIRED INSURANCE

- A. **Worker's Compensation:** Vendor shall obtain, at his/her expense, insurance protecting vendor from liabilities that may be imposed under the Worker's Compensation Act. In the event that any portion of the work is sublet, each vendor shall require the subcontractor similarly to provide such insurance for all their employees. The limit of liability afforded under the Employer's Liability Section of the Worker's Compensation and Employer's Liability Policy shall not be less than \$500,000 for any on accident or occupational disease. Certificates of Insurance indicating State of Georgia approved self-insurance on aggregate excess for Worker's Compensation and Occupational Disease are acceptable subject to the approval of the SNP.
- B. **Comprehensive General Liability and Property Damage:** Vendor shall obtain, at his/her expense, Comprehensive General Liability and Property Damage Insurance which shall protect him/her from claims for damages for bodily injury, including accidental death, which may arise from activities under or incidental to the contract, both on or off the site, whether such activities be by the vendor, any subcontractor, or anyone directly or indirectly employed by any one of them, or as otherwise herein specified. Property Damage Insurance shall be in an amount not less than \$100,000 for damage to property in any one occurrence with an aggregate limit of not less than \$300,000. The comprehensive General Liability Insurance shall include coverage for Operations-Premises, Product Liability, Contractor's Protective Liability, Completed Operations and Contractual Liability. The policy shall be endorsed to provide Broad Form Property Damage Liability. Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.

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

Vendor shall furnish the RFP administrator with copies of the policy which shall contain a provision that the policy will not be canceled until at least 30 business days prior written notice has been given to the SNP. Within fifteen (15) business days after Notice of Award, the vendor shall provide a Certificate of Insurance with the SNP showing complete coverage of all insurance required by this proposal signed by an authorized agent of the insurance company, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy

number, the limits of liability of the policies and dates of their expirations, with further certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled, or terminated without 30 business days prior written notice to the SNP.

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

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

BUY AMERICAN: (7 CFR 210.21)

Vendor must comply with the Buy American Act (7 CFR 210.21) which states that a school food authority must purchase, to the maximum extent practicable, domestic commodities or products. In this connection, the term "domestic commodity or product" means:

1. An agricultural commodity that is produced in the United States;
2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

CIVIL RIGHTS PROVISION:

The vendor offering products or services under this Request for Proposals must comply with the provisions of the Civil Rights Act of 1964, as amended.

CLEAN WATER AND AIR ACT: (CFR7-3016.36(i)12)

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

DEBARMENT AND SUSPENSION: (7CFR 3017)

By signing the proposal certification, vendor's representative certifies that their company and/or any sub-contractors represented have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the SNP as defined in the Federal Acquisition Regulation (FAR) 48 CFR, Chapter 1, Subpart 9.4. Vendor's representative will immediately notify the SNP if the vendor becomes debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity during the time that the contract is in force with the SNP.

DRUG FREE WORKPLACE ACT:

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

ENERGY POLICY AND CONSERVATION ACT: (CFR7-3016.36(e))

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:

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

GEORGIA LAW:

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of Georgia which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal the successful proposer agrees to subject him/herself to the jurisdiction and process of the courts of the Georgia as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

HOLD HARMLESS:

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

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

MINORITY AND SMALL BUSINESS ASSURANCES: (CFR7-3016.36-e)

It is the intent of this RFP and the SNP to provide maximum practicable opportunities to small businesses, minority firms, women's enterprises and labor surplus area firms.

NON-COLLUSION:

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

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS:

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

RECORDS RETENTION REQUIREMENT: (CFR7-3016.36(i)11)

The vendor agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. If an investigation or audit is in progress, records shall be maintained until that matter is closed.

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

TERMINATION:

The SNP may terminate this contract, in writing, if doing so is in the best interest of the SNP. Said termination may occur after written notice to the vendor of at least 30 (thirty) day notice. Any of the member district programs involved may find cause to terminate their portion of the contract independently of the other program(s) without causing the remaining program(s) to terminate the contracts with the vendor. Vendor may not use termination by one or more of the SNP as reason to default on their contract with the remaining participating districts.

1. NOTICE OF DEFAULT

If there is a default event caused by the vendor, the SNP shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within a specified period of time stated in the notification of default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SNP may:

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

2. TERMINATION UPON NOTICE

Following thirty (30) days written notice, the SNP 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 the SNP up to and including the date of termination.

3. TERMINATION DUE TO CHANGE IN LAW

Any of the participating SNP shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- a) The participating district's authorization to operate is withdrawn or there is a material alteration in the programs administered by the member district; and/or
- b) The participating district's duties are substantially modified.

4. PAYMENT LIMITATION IN EVENT OF TERMINATION

In the event of termination of the contract for any reason by the SNP as a whole or any individual member district, the member districts shall pay only those amounts, 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 member districts are obligated to pay pursuant to the contract. Payment will be made only upon submission of invoices and proper proof of the vendor's claim. The SNP shall not be liable for any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

5. VENDOR'S TERMINATION DUTIES

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

- a) Cease work under the contract with the appropriate district 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.
- b) Immediately cease using and return to the district any personal property or materials, whether tangible or intangible, provided by the district to the vendor.
- c) Comply with the district's instructions for the timely transfer of any active files and work product produced by the vendor under the contract.
- d) Cooperate in good faith with the district, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor.
- e) Immediately return to the district any payments which were made by the district for goods and services that were not delivered or rendered by the vendor.

CONTRACTOR 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.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

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

ASSIGNMENT

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

INDEMNIFICATION

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

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 RFP award, to commence delivery of goods pursuant to the award on July 1, 2019.
- b) The Contractor must comply with the time of performance.

FORCE MAJEURE

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

WARRANTY

Successful Proposer 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 Proposer shall replace any damaged or inferior product in a timely manner to minimize the disruption of the SNP's operations.

GIFTS

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

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.

WAIVER AND REJECTION OF 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
- Cancel a solicitation

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 RFP opening and the current market for this item.

SOLICIATION SPECIFIC CONDITIONS

BACKGROUND:

The Paulding County School District presently consists of thirty three (33) schools and Floyd County School District consists of eighteen (18), each with its own production facility. Each school serves both breakfast and lunch.

A list of schools and addresses for each site is found in Appendix A.

School year 2019-2020 start and end dates are listed in Appendix B. School year 2019-2020 calendars for both school systems included are made part of this document.

I. SCOPE OF SERVICE

Vendor will supply and install all chemical dispensing/calibrating equipment at no extra charge.

Vendor technician will conduct monthly visits and review at minimum the following:

- Inventory all chemicals and generate delivery orders projecting at least one month supply without overstock.
- Verify proper operation of chemical dispenser, and related hardware.
- Inspect and verify dish machine operation, including wash and rinse temperatures, pump motor, rinse spray patterns, curtain placement, etc. and review machine issues with Nutrition Manager.
- Coordinate and consult with Nutrition Manager and district maintenance personnel concerning dishmachine or facility service needs.
- Test, verify, and log detergent alkalinity using suitable chemistry.
- Test, verify and log sanitizer strength in low-temperature applications.
- Review dishmachine, dispenser, and chemical operations with site personnel and conduct on-site training as necessary.
- Verify current and accessible MSDS sheets for all chemicals provided are on-site.
- Conduct inservice training at initiation of chemical program and as needed throughout the duration of the contract.

II. 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 an agreed upon

index.

- Vendor may petition for increases in the invoice price at the annual contract renewal.
- Vendors may petition for an increase based on an emergency created by unusual market conditions.
- Petitions for increases shall be received by the school district a minimum of 60 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 Proposer 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(s).

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

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

f) Invoicing

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

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

III. 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.
- b) All orders are to be delivered per the school district calendars 7:00am-2:30pm.
- c) All deliveries are to be F.O.B Destination to individual school sites.
- e) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.

IV. EVALUATION FACTORS

a) RFPs will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the Proposer to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.

Product specifications CANNOT be altered by vendors.

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

V. ADDITIONAL RFP INSTRUCTIONS

a) **RFP modifications** - RFPs 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 Proposer to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) **RFP withdrawal** - Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposer desiring to withdraw their proposal must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the proposal opening deadline (proposer close date). Proposer 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 Proposers. 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) Proposers 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 Proposer 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) Proposers 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 proposal. Furthermore, by submitting a proposal the Proposer 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 Proposer through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

e) **Rejection or Disqualification of Proposal** -

- 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/SNP reserves the right to waive a proposer's minor irregularities if rectified by Proposer within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.
- iv) Issuance of this RFP in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this solicitation if it is

determined to be in the best interest of the Board/SNP.

v) Any Proposer who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Proposer and their proposal may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The Board/SNP reserves the right to accept or reject any or all proposals, 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/SNP.

f) Evidence of Financial Capabilities - After the proposal opening, Proposers must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Board/SNP. 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.

VI. ORDERING INFORMATION

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

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

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

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

CHEMICAL PRODUCT SPECIFICATION & ESTIMATED ANNUAL USAGE

PRODUCT NAME	PRODUCT SPECIFICATION - CANNOT BE ALTERED!	APPROVED BRANDS LISTED - "EQUAL" BRANDS MUST BE APPROVED	UNITS PER CASE	ESTIMATED ANNUAL USAGE FOR PAULDING	ESTIMATED ANNUAL USAGE FOR FLOYD	ESTIMATED ANNUAL USAGE COMBINED PAULDING & FLOYD
Rinse Additive	Drying Agent, liquid, reduces water spots, low foaming, approx. 8.0 pH, 17% solids, 1.02 SG.	Harvard No Spot 5G or equal	1	175	59	234
Freezer Cleaner	RTU, Freeze -70F, glycol-based, dilutable to higher freeze points, approx 13 pH, 53% solids, 1.08SG	Harvard Freezer Cleaner 1G or equal	4	7	0	7
Oven Cleaner	Aerosol, RTU, foaming, alkaline oven cleaner, 13.5 pH	Reliable Oven Cleaner 20 oz or equal	12	8	0	8
Stainless Cleaner	Aerosol, RTU, water based, unscented, for food service	Reliable Stainless Cleaner 16 oz or equal	12	3	0	3
Window Cleaner	RTU, Alcohol & water-based, approx, 8 pH, 8.5 % solids, 1.02SG	Harvard Glass Splash 1 Gal or equal	4	3	0	3
Scouring Powder	Scouring powder, chlorinated, heavy duty	Kitchen Klenzer 21 oz or equal	24	2	0	2
Descaling Compound	RTU Acid Descaling compound, phosphoric acid based, metal safe, approx 1-2 pH, 23% solids, 1.10 SG	Harvard Descaler/Delimer 1 Gal or equal	4	105	99	204
Detergent, Dish-machine	High Alkaline, liquid, chlorinated, low-foaming, quick rinsing, contains soil suspension, emulsifying and saponification agents, approx 13 pH, 20% solids, 1.15 SG. State ozs per 5 gallons wash water needed to titrate color change ~ 3 drops (255 ppm alkalinity (CaCO3)) using 3 drops phenolphthalein and 3 drops 0.6N Sulfuric acid in a 14.6 ml solution of wash water.	Harvard Choice Extra 5 Gal or equal	1	550	165	715
Sanitizer	EPA registered liquid sodium hypochlorite 12.5% advertised	Harvard Hi-Chlor Sanitizer 5G or equal	1		0	0

PROPOSAL EVALUATION:

The proposal will be evaluated to determine which vendor can, in the sole opinion of the proposal evaluation committee, provide the best solution for the SNP. Cost will be a majority of the evaluation, but will not be the sole determining factor in the decision making process.

1. Pricing Form

2. Overall solution to meet SNP’s Specifications including customer service, training, and previous experience

Checklist of items required:

Vendors who do not submit all of the following items by the RFP submission deadline will not be considered.

- _____ Pricing submission form (Appendix C)
- _____ Proposal certification form (Appendix D)
- _____ e-Verify, Immigration security form (Appendix E-1)
- _____ e-Verify, Contractor affidavit (Appendix E-2)
- _____ Lobbying disclosure form (Appendix F)
- _____ Debarment and Suspension Form Appendix G)

Paulding County School Nutrition
SY18 School Kitchen Information

Appendix A

School	Street Address	Nutrition Manager	Manager Phone 770-443- 8003 +	Lunch ADP SY18	Currently Use Paper Trays at Lunch
Abney ES	1186 Colbert Rd, Dallas, GA 30132	Penny Jones	47014	697	No
Allgood ES	312 Hart Rd, Dallas, GA 30157	Donna Brown	12006	661	Yes
Baggett ES	948 Williams Lake Rd, Powder Springs, GA 30127	Melody MacCoroni	35008	449	Yes
Burnt Hickory ES	80 N Paulding Dr, Dallas, GA 30132	Jennifer Young	43021	468	Yes
Dallas ES	520 Hardee St, Dallas, GA 30132	Cindy Nettles	13008	357	Yes
Dugan ES	1362 Winn Rd, Douglasville, GA 30134	Anita Thomas	39009	394	Yes
Hiram ES	200 Seaboard Ave, Hiram, GA 30141	Cindy Hunt	14006	618	Yes
Hutchens ES	586 Clonts Rd, Douglasville, GA 30134	Lisa Towsley	45010	428	Partial
McGarity ES	262 Rakestraw Mill Rd, Hiram, GA 30141	Ashley Barron	15008	374	Yes
Nebo ES	2843 Nebo Rd, Dallas, GA 30157	Gail Custer	16018	430	Yes
New Georgia ES	5800 Mulberry Rock Rd, Villa Rica, GA 30180	Angelia Pace	17005	193	Yes
Northside ES	2223 Cartersville Hwy, Dallas, GA 30132	Linda Bell	18007	334	Yes
Panther ES	190 Panther School Rd, Hiram, GA 30141	Meggan Norton	19008	370	Partial
Poole ES	1002 Wayside Lane, Dallas, GA 30132	Lori Turner	36006	307	Yes
Ragsdale ES	528 Holly Springs Rd, Rockmart, GA 30153	Tonya Gayle	44010	366	Yes
Roberts ES	1833 Mt. Tabor Church Rd, Dallas, GA 30132	Mary Tibbits	21010	401	Yes
Russom ES	44 Russom ES Lane, Dallas, GA 30132	Donna Waits	37010	499	Partial
Shelton ES	1531 Cedarcrest Rd, Dallas, GA 30132	Penny White	22006	599	Partial
Union ES	206 Highway 101 South, Temple, GA 30179	Carol Boyd	23007	313	Yes
Austin MS	3490 Ridge Rd, Douglasville, GA 30134	Esther Pokojski	38012	483	Yes
Dobbins MS	637 Williams Lake Rd, Powder Springs, GA 30127	Donna Rice	24009	423	Partial
East Paulding MS	2945 Hiram-Acworth Hwy, Dallas, GA 30157	Debbie Cole	25008	517	Yes
Jones MS	100 Stadium Dr, Dallas, GA 30132	Shirley Thompson	26007	496	Yes
McClure MS	315 Bob Grogan Dr, Dallas, GA 30132	April Rice	41022	495	Yes
Moses MS	1066 Old County Farm Rd, Dallas, GA 30132	Yolanda Hicks	27011	370	Yes
Ritch MS	60 Old Country Trail, Dallas, GA 30157	Julie Leggett	48020	420	Yes
Scoggins MS	1663 Mulberry Rock Rd, Dallas, GA 30157	Tammy Ravan	46011	435	Yes
South Paulding MS	592 Nebo Rd, Dallas, GA 30157	Shayna Cook	28009	269	Yes
East Paulding HS	3330 E Paulding Dr, Dallas, GA 30157	Tammy Jones	29015	664	Yes
Hiram HS	702 Ballentine Dr, Dallas, GA 30132	Angela Appleby	30030	704	Yes
North Paulding HS	300 N Paulding Dr, Dallas, GA 30132	Amanda Hicks	42024	720	Yes
Paulding County HS	1297 Villa Rica Hwy, Dallas, GA 30157	Lynn Tarczewski	31039	714	Yes
South Paulding HS	1364 Winn Rd, Douglasville, GA 30134	Renee Morris	40027	715	Yes

Floyd County School Nutrition
 SY18 School Kitchen Information

Appendix A

School	Street Address	Nutrition Manager	Manager Phone	Lunch ADP SY18	Currently Use Paper Trays at Lunch
Alto Park	528 Burnett Ferry Rd SW, Rome, GA 30165	Lisa Clements	706-290-8532	338	yes
Armuchee Elementary	5075 Martha Berry Hwy, Rome, GA 30165	Debbie Penney	706-290-8533	237	yes
Armuchee Middle	471 Floyd Springs Rd NE, Armuchee, GA 30105	April Stewart	706-378-8095	229	yes
Armuchee High	4203 Martha Berry Hwy, Rome, GA 30165	Karen Champion	706-290-8534	205	yes
Cave Spring Elem	13 Rome Road, Cave Spring, GA 30124	Sabrina Fortenberry	706-777-8995	227	yes
Coosa Middle	212 Eagle Dr NW, Rome, GA 30165	Ann Snow	706-236-1857	383	yes
Coosa High	4454 Alabama Hwy, Rome, GA 30165	Judy Callahan	706-236-1870	300	yes
Garden Lakes Elem	2903 Garden Lakes NW Blvd, Rome, GA 30165	Cindy White	706-290-8537	438	yes
Glenwood	75 Glenwood School Rd NE, Rome, GA 30165	Judy Cowart	706-767-6585	208	yes
Johnson Elem	1839 Morrison Camp Ground Rd NE, Rome, GA 30161	Tonya Everett	706-290-8539	256	yes
McHenry	100 McHenry Dr SW, Rome, GA 30161	Natasha Driver	706-290-8540	130	yes
Model Elem	3200 Calhoun Hwy NE, Rome, GA 30161	Cindy Dunaway	706-290-8542	321	yes
Model Middle	164 Barron Rd NE, Rome, GA 30161	Debra Farmer	706-378-7273	286	yes
Model High	3252 Calhoun Rd NE, Rome, GA 30161	Jan Dake	706-290-8543	238	yes
Pepperell Primary	1 Dragon Dr SE, Lindale, GA 30147	Mary Rogers	706-290-8544	285	yes
Pepperell Elem	270 Hughes Dairy Rd, Lindale, GA 30147	Cindy East	706-290-8545	369	yes
Pepperell Middle	200 Hughes Dairy Rd, Lindale, GA 30147	Shari Whaley	706-290-8546	382	yes
Pepperell High	3 Dragon Dr SE, Lindale, GA 30147	Tonya Fowler	706-290-8547	373	yes

Warewashing Chemicals RFP

Vendor's Name: _____

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

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

Addendum # 1 _____ Addendum # 2 _____ Addendum #3 _____ No addenda _____

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

SUBMITTED BY (signed in ink): _____

SUBMITTED BY (printed): _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

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

Immigration and Security Form

- A. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq., contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100 – 499 employees and warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration and Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

- B. Contractor shall use commercially reasonable efforts to include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

Signature	Date
Firm Name	
Mailing Address	
City, State, ZIP Code	
Telephone Number	
Email address	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the SNP has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User
Identification Number: _____
Date of Authorization: _____
Name of Contractor: _____
Name of Project: _____
Name of Public Employer: _____

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

Executed on _____, ____, 201__
in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Printed Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC (seal)

My Commission Expires: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U. S. C. 1352

Approved by OMB 0348-0046

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes</p> <p>For Material Change Only: Year: ____ Quarter: ____ Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee</p> <p>Tier _____, If known</p> <p>Congressional District, if known _____</p>		<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable _____</p>		
<p>8. Federal Action Number, if known</p>	<p>9. Award Amount, if known</p>		
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different than No. 10a) (last name, first name, MI):</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>			<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7/97)</p>	

Appendix F (Instructions)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE_90-01".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of individual(s) performing services, and include full address if different than 10(a). Enter Last name, First name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a Collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0348-0046. The time required to complete this information is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.