



June 4, 2018

To Whom It May Concern,

Attached you will find an Invitation to Bid for Produce from the Ware County School Nutrition Program for SY 2018-2019. The contract is a Cost Plus Fixed Fee. Please read the proposal requirements regarding delivery schedules, product outages, fuel surcharges, etc.

The bid proposals are due to the Ware County School Nutrition Program office on July 9, 2018. Proposals will be opened at 4:00 p.m. of July 9, 2018.

Thank you for your interest in our program. If you have any questions please contact the School Nutrition Office at 912-287-2304 or by emailing: ldeen@ware.k12.ga.us

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Deen". The signature is written in a cursive style.

Laura Deen, Director
School Nutrition Program
Ware County School System

**WARE COUNTY SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM
1301 BAILEY STREET
WAYCROSS, GA 31501**

CONTRACT SECTION I - Invitation to Bid (IFB)

TO:

Carden Foods, Inc. Attention: Charles Carden 442 Wilson Road Griffin, GA 30224 P: 770-227-9421 FAX: 770-227-9443 cardenfoods@hotmail.com	Williams Institutional Foods Attention: Craig McCrary P.O. Box 370 Douglas, GA 31534 P: 800-342-5220 cmccrary@williams-foods.com	Reinhart Foodservice Attention: Dwayne Robinson 107 Avenue B Valdosta, Ga 31601 P: 229-242-0867 Drobinson@rfsdelivers.com
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DATE: **June 4, 2018**

ITEMS: **Commercially Purchased PRODUCE
as indicated in Section IV**

TYPE OF CONTRACT: **Cost Plus Fixed Fee**
In strict accordance to requirements, Section III, Pages 10-11
(Bid will not be considered if submitted with any "No Bids".)

PERIOD: **August 1, 2018 through July 31, 2019**

PROPOSAL DUE: **Tuesday, July 9, 2018 at 4:00 p.m.**

PROPOSAL OPENING: **Tuesday, July 9, 2018 at 4:00 p.m.**

**MAIL PROPOSALS OR
E-MAIL TO:** **Ware County Board of Education
Attention: Laura Deen
1301 Bailey Street
Waycross, Georgia 31501
ldeen@ware.k12.ga.us**

ENVELOPE SHOULD BE PLAINLY MARKED "PRODUCE PROPOSAL"

CONDITIONS: **In strict accord with Sections I through V.**

CONTRACTS: **Laura Deen
Director of Ware Co. School Nutrition Program
Phone: 912-287-2304
ldeen@ware.k12.ga.us**

CONTRACT SECTION I Invitation to Bid (IFB) Continued

Date Proposal Submitted: _____

Name of Firm Submitting Proposal:

Mailing Address

Telephone: _____

Our Cost Plus Fixed Fix Proposal for **PRODUCE** included in Section IV is as follows:

ALL Items Grand Total Amount: \$ _____

Addendum Numbers _____ through _____ were received prior to my signing this proposal document.

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 conditions outlined in Contract Section II through V.

I also certify by my signature below that neither I nor the principals of my company are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature

Print or Type Name

Title

Telephone

Date

CONTRACT SECTION II - Proposal Requirements

Written proposals will be received by the school system at the time and place specified on the Request for Proposal. Neither dating of proposal form nor placing in mail by this date will meet requirements. Proposal must be received on or before date and time stated. The school system reserves the right to reject any and all proposals, to waive any and all informalities, and to accept the bids that in its judgement will be in the best interest of the Program. Price alone will not be the determining factor.

1. **Correction of Mistakes:** All quotations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and correction inserted adjacent. Person signing quotations must initial corrections in ink.
2. **Return Instructions:**
 - A. The request form must be used without alterations.
 - B. If mailed the Proposal Sections shall be in a sealed envelope, addressed to the school system with Attention: Laura Deen. The company name should also be on the envelope. The envelope shall be marked "Produce Bid Proposal" on the outside with bid opening date and time listed.
 - C. If e-mailed, the subject line must include the same information.
3. **Addendum:** Any explanation desired by a Bidder regarding the meaning, clarification or interpretations of the bid must be requested in writing to the director of nutrition so the school system can respond with an addendum if needed. No Addendum will be issued five (5) working days prior to proposal opening. Receipt of the Addendum must be acknowledged on the signature page, Contract Section I, page 2.
4. **Errors or Omissions:** If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
5. **Quantities:** The quantity is identified as "estimate" 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.
6. **Contractor Qualifications:** Only qualified companies will be allowed to offer proposals.

The following criteria must be met before a potential contractor is qualified:

 - A. **Product Line:** The potential contractor shall provide proof that all items listed in Contract Section IV are in stock or can be obtained before school begins.
 - B. **Physical Facilities:** School system officials will inspect the potential contractor's warehouse and trucks. The warehouse and trucks shall:
 - (1) Be clean
 - (2) Be free of insects and rodents, and
 - (3) Be adequate for storing and delivering products (dry, chilled or frozen) that the potential contractor proposes to supply.

CONTRACT SECTION II - Proposal Requirements - Continued

- C. Financial Capacity: The potential contractor shall have financing adequate to purchase items in the most economical quantities. At the request of the school system the potential contractor shall provide three (3) written references to document adequate financial capacity.
 - D. Service Level: If the school system does not have adequate historical data to determine the contractor's ability to comply with the service level requirement outlines in this request for proposal, then three (3) letters of reference from previous school system customers shall be provided.
 - E. Accounting Practices: A potential contractor must clearly demonstrate to school system officials the capability to provide accurate, reliable and timely reports. Moreover, they must demonstrate the capability to spontaneously provide data for periodic reviews of prices by school system officials.
 - F. Pre-Proposal Performance: If the system has no historical records to document compliance with the requirements, three (3) letters of references from other Georgia school systems that do bottomline food/grocery bids must be provided.
7. Review and Award:
- A. After the public opening of Request for Proposals, school system officials will require at least ten (10) working days for review.
 - B. The director of school nutrition will recommend the winning proposal with final approval given by the superintendent and/or board of education.
 - C. Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
 - D. A bid 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.
 - E. The low proposals will be checked for accuracy of mathematical extension and additions.
 - (1) All proposals shall/may be subject to verification. If the errors on math are within tolerances described in this contract, the bottomline will be adjusted, and if the proposal is still low, the review and award process will continue.
 - (2) When a minimum difference occurs in the low bid of two or more bid groups, the school system reserves the right to award the bid to the most financially feasible vendor with consideration given to office handling costs.
 - F. Mathematical Accuracy of Proposal Offered: Ninety percent (90%) of the mathematical calculations shall be correct. The following items will be classified as mathematical calculations:
 - (1) Any error in a line item in conversion, addition or multiplication that results in an incorrect extension will be counted as one error.
 - (2) Any addition error in arriving at the bottomline will be counted as follows:
Each 1% change in the bottomline will count as an error.

CONTRACT SECTION II-Proposal Requirements-Continued

- G. Charges for Inconvenience to the School System or Contractor:**
- (1) After acceptance, the successful contractor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce this contract.
 - (2) If the contractor is unable to deliver an approved product, the school system shall purchase a product of equal or greater quality from another source. The difference between price paid and contract price will be charged to the contractor.
- H. Initial Term:** The initial term of this agreement, which results from the award of this bid, shall commence on **August 1, 2018** and terminate on **July 31, 2019**.
- I. Temporary Extension:** The agreement may be extended up to three (3) months at the same bid 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 Invitation to Bid, but not to exceed three (3) months.
- J. Renewal:** This contract may be renewed with the same Fixed Fee for a period not to exceed three (3) years (36 months) in total with mutual consent of both parties. The total period of the contract including extension shall not exceed 4 years (48 months).
- 8. Cost/Price:**
- A. Reimbursable Costs – All produce will be invoiced at the contract distributor's one cost, delivered to his warehouse, with the one fixed fee for service added to this cost. Prices shall be firm for seven (7) days.
 - B. Definition of Cost Prices – Cost prices shall be based on "delivered to distributor's warehouse" and shall include cooling, refrigeration and other freight related charges and discounts. Freight rates shall normally be in carload or truckload quantities of straight or mixed items, except for very small volume items that may be "drop shipped". Costs shall be based on the "latest invoice", either prior to the merchandise being delivered to the purchaser, or in stock, as the case may be, in accord with the seven (7) day firm price requirement.
- 9. Price Change Review:** Price changes shall be effective on a specific, constant day of the week. Changes shall be submitted to the school district immediately after the day prior to change.
- 10. Audits** will be made of a contractor's cost records as follows:
- A. Once during each of the two school year semesters.
 - B. At any time weekly price reviews indicate that a problem might occur.
- 11. Price Change Dates:** All product costs shall remain firm for seven (7) days. Fixed fees shall remain firm for the duration of the contract and renewals.
- 12. Decimals:** Any mathematical calculation that involves decimals shall be treated as follows:
- A. All decimals shall be carried only two (2) places.
 - B. Fractions shall not be rounded up or down.
- 13. Service Level:** The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day.

CONTRACT SECTION II-Proposal Requirements-Continued

- 14. Reports:** **Utilization reports shall be issued to the school district at the end of each bid period. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined district total.** Utilization reports shall be submitted no later than one month prior to the end of a bid period. Reports should include at least eleven months or one calendar year of usage. Payment for the month prior to the due date for the utilization reports may be withheld at the discretion of school district officials until utilization reports are received.
- 15. Delivery Time and Place:** Deliveries are required to all sites as listed in Section V.
- A. All sites require deliveries ten (10) months during the year. One site, currently Ware County High School, runs the Seamless Summer Option (SSO) which will require deliveries in June and July as well.
 - B. The summer food service program will require deliveries to one or two sites only.
 - C. The frequency of delivery shall be weekly to all sites.
 - D. Deliveries shall be completed between the hours of 7:00 AM and 1:00 PM.
 - E. No deliveries will be accepted during the lunch hour of 11:30 AM to 12:30 PM.
 - F. Holiday deliveries: Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school system and the successful contractor.
 - G. Delivery schedules shall be submitted to school system officials for prior approval and shall remain constant from delivery to delivery unless both parties agree to alter the schedule.
 - H. Drivers and helpers shall deliver merchandise into designated storage areas (cooler). Drivers and helpers shall not be required to store merchandise on shelves.
 - I. Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. The designated school receiver shall sign each delivery ticket. The designated school receiver shall note variations from the norm, i.e., shortages, damages, etc., on each ticket. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.
 - J. Special or intermediate deliveries shall be:
 - (1) If a contractor fails to deliver a product on a regularly scheduled delivery a **special delivery shall be required.**
 - (2) If items are omitted from an order in error by a school, the vendor shall work out a way to provide delivery at earliest convenience between regularly scheduled deliveries.
- 16. Transmittal of Orders:** Orders shall be placed through E-mail or the method agreed upon between the contractor and the nutrition director.
- 17. Fiscal Funding:** In the event of the discontinuance or a decrease in federal and/or state funds, the school system reserves the right to change the item identifications, decrease the quantities and/or delete items.

- 18. Payments:** All payments will be made within two weeks of receipt of invoice for products received and inspected.
- 19. Buyer-Contractor Relationship:** Under arrangements of this contract, it is the contractor's responsibility to "look out" for the interest of the school system with respect to the following:
- A. Interface with packers on problems relating to product pack and quality.
 - B. Maintain a constant search for substitute items that offer better values.
 - C. Promote the introduction of new items, either by packer or distributor representatives.
 - D. Organize and conduct clinics for school nutrition director and/or cafeteria managers, conducted by packer representatives, on item usage and preparation.
 - E. The successful contractor shall schedule a meeting with school system officials a minimum of once per quarter.
- 20. Standard Contract Conditions:**
- A. **Lawful:** This BID shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise by the laws of the state.
 - B. **Lobbying Certificate:** Per CFR 7.3018 – A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete the Lobbying Certificate attached to the bid document page 12.
 - C. **Debarment and Suspension Verification:** (For Bids over \$25,000) By signing the Vendor Bid Information statement on page 2 of Section I, the bidder certifies that the vendor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the Board/SNP or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4 Bidder will immediately notify the School Food Authority if bidder is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity

CONTRACT SECTION II-Proposal Requirements-Continued

D. Remedy for Non-Performance/Termination of Agreement:

1. The Ware County Board of Education reserves the right, at any time and for its convenience, to terminate the agreement in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provision of the agreement up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
2. In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the agreement, the non-defaulting party shall notify the other party in writing and may suspend the agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of the receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

E. HUB Statement: It is the intent of the Ware County Board of Education to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

F. Civil Rights: Bidders providing service under this request assures the school system that they are conforming to the provisions of the **Civil Rights Act** of 1964, as amended. 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).

G. Wage & Hours: Bidder shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with Bidder's performance of work under this BID, Bidder agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

H. Equal Employment Opportunity: Bidder shall comply with Equal Employment Opportunity. 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.

CONTRACT SECTION II-Proposal Requirements-Continued

- I. **State Sales and Use Tax Certificate of Exemption form:** The forms for tax exemption will be issued upon request. Any sales tax included in pricing must have prior approval from the director.
- J. **Record Retention and Access:** The bidder shall maintain 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 Ware County Board of Education, School Nutrition program throughout the term of the bid for a period of at least five (5) years 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.
- K. **Audits:** The Bidder shall permit the Auditor of the State of Georgia 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 the United States 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 bidder relating to orders, invoices or payments or any other documentation or materials pertaining to the bid, wherever such records may be located during normal business hours. The bidder shall not impose a charge for audit or examination of the bidder's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Ware Board of Education reserve the right to charge the bidder for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- L. **Energy Efficiency and Conservation:** Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issue in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- M. **Clean Air and Water:** Bidder shall 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 15), which prohibits the use under non-exempt federal BIDs, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor must immediately notify Ware County School Nutrition of the receipt of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- N. **No Collusion or Fraud:** By signing this document, the Bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Bidder certifies that collusive bidding is a violation of Federal Law and can result in fines, prison sentences and civil damage awards.

CONTRACT SECTION II-Proposal Requirements-Continued

- O. **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks:** Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of BID, money or other things 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 school system 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.
- P. **Bid Protest Procedures:**
1. Any protests arising from this solicitation and awards shall be made in writing and shall be delivered to Superintendent Jim LeBrun as the acting protest official of the Ware County Board of Education, School Nutrition Program at 1301 Bailey Street, Waycross, GA 31501. The protest shall be filed no later than ten (10) days from the award notice and shall include:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or an authorized representative of the protester;
 - c. Identification of the purchasing agency and the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
 2. A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

CONTRACT SECTION III-Special Produce Proposal & Contract Requirements

1. *See Contract Section II, numbers 8 through 11, page 5 of this document for reference to the wording listed below in numbers 2 through 3.*
2. All produce will be invoiced at the contract distributor's one **cost**, delivered to his warehouse, plus the one **fixed fee** for service added to this cost
3. The fixed fee charge per case shall be based on "delivered to distributor's warehouse" and shall include cooling, refrigeration and other freight related charges and discounts.
4. If there are special trucking fees for a particular product, etc., that the distributor must pay, those extra charges above the food invoiced cost, must be reflected in the fixed fee cost figure. This means that when Ware County School Nutrition Staff audits the selected vendor during the year, said staff should be given the distributor's one invoice for each item selected for audit to which one fixed fee cost will be added to compare to the actual item priced on the Ware County School Nutrition invoice for produce. See Section II, number 8, A and B, page 5 of this contract.
5. All produce must be delivered to schools in temperature-controlled vehicles.

CONTRACT SECTION III-Special Produce Requirements-Continued

6. **Import Products:** School Nutrition programs are required to “Buy American” (7 CFR210.21), when purchasing domestic commodity or product with Federal funds to the maximum extent practicable. Therefore, foreign produce should be purchased only when the U.S. products are unavailable due to growth local or seasonal changes. Bananas and pineapple, therefore, are an exception to this rule. **When grapes or other commodities are unavailable domestically, the director must be notified.**
7. The produce vendor may be required to become approved as a USDA / Department of Defense provider to accommodate funding available to the Ware County Schools for such produce.
8. **Quality:** All items must be the U.S. #1 or Grade A (Fancy).
9. **Item Identification (ID):** The item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements that can be verified on delivery or information essential for communication between contractor and school system.
10. **Product Protection Guarantees:** School systems have “automatic” product protection recourse against suppliers for products that are misrepresented. 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.
11. **Product Traceability:** Vendors should take steps to be able to supply product traceability from field to school in the event a customer becomes ill from eating produce supplied by said vendor.

CONTRACT SECTION IV – Produce Items with Identifiers

(See Section IV, Please transfer the Section IV Grand Total to Page 2 of the Proposal)

CONTRACT SECTION V-School System Data

CONTACT: Laura Deen
 Director of Ware Co. School Nutrition Program
 Phone: 912-287-2304
ldeen@ware.k12.ga.us

BILLING ADDRESS: Ware County School Nutrition Program
 1301 Bailey Street
 Ware, Georgia 31501

Ware County Schools DELIVERY POINTS:

Center Elementary School Mildred Regulus, SNP Manager 2114 Dorothy Street Waycross, Georgia 31501 Phone: 912-287-2360 mregulus@ware.k12.ga.us	Daffodil Pre-K School Barbara Blue, SNP Manager 1321 Buchannon Street Waycross, Georgia 31501 Phone: 912-338-8700 bblue@ware.k12.ga.us	Memorial Drive Elementary School Brenda Thomas, SNP Manager 2530 Ambrose Street Waycross, Georgia 31501 Phone: 912-287-2329 brendathomas@ware.k12.ga.us
Ruskin Elementary School Sharon Merritt, Acting SNP Manager 3550 Valdosta Highway Waycross, Georgia 31503 Phone: 912-287-2324 smerritt@ware.k12.ga.us	Wacona Elementary School Lorene Bechioni, SNP Manager 3101 State Street Waycross, GA 31503 Phone: 912-287-2381 lbechioni@ware.k12.ga.us	Ware County High School Sandra Thrift, SNP Manager 700 Victory Drive Waycross, Georgia 31503 Phone: 912-287-2380 sthrift@ware.k12.ga.us
Ware County Middle School Karen Skinner, SNP Manager 2301 Cherokee Avenue Waycross, Georgia 31503 Phone: 912-287-2343 kskinner@ware.k12.ga.us	Waresboro Elementary School Dollie McDowell, SNP Manager 3379 W. Church Street Waresboro, Georgia 31564 Phone: 912-490-4302 dmcowell@ware.k12.ga.us	Williams Heights Elementary Catherine Hollis, SNP Manager 705 Dewey Street Waycross, GA 31501 Phone: 912-287-2390 chollis@ware.k12.ga.us
Waycross Middle School Dana Taylor, SNP Manager 700 Central Avenue Waycross, GA 31503 Phone: 912-287-2330 dtaylor@ware.k12.ga.us		

CONTRACT SECTION VI - List of Potential Produce Vendors

Carden Foods, Inc. Attention: Charles Carden 442 Wilson Road Griffin, GA 30224 P: 770-227-9421 FAX: 770-227-9443 cardenfoods@hotmail.com	Williams Institutional Foods Attention: Craig McCrary P.O. Box 370 Douglas, GA 31534 P: 800-342-5220 cmccrary@williams-foods.com	Reinhart Foodservice Attention: Dwayne Robinson 107 Avenue B Valdosta, Ga 31601 P: 229-242-0867 Derobinson@rfsdelivers.com
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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.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date